

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Christine T. LeVu (State Bar #288271)

Justin Hewgill (State Bar #259528)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Email: Kyle@bamnlawca.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

DAISY SUAREZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

HELIX ELECTRIC, INC., a Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendants.

Case No. **24TRCV00079**

**DECLARATION OF JUSTIN HEWGILL IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: September 23, 2026

Hearing Time: 9:30 a.m.

Reservation No. 966970542401

Judge: Hon. Alan B Honeycutt

Dept.: E

Action Filed: January 8, 2024

Trial Date: Not Set

1 I, Justin Hewgill, declare as follows:

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

7 2. A true and correct copy of the fully executed PAGA Settlement Agreement
8 (“Agreement”) with Defendants Helix Electric Inc (“Defendant”) is attached as Exhibit #1. A
9 proposed order approving the PAGA settlement is submitted herewith.

10 3. The Litigation –

11 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
12 Workforce Development Agency (“LWDA”) on November 2, 2023, on behalf of Plaintiff Suarez,
13 requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney
14 General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. A true
15 and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for
16 the LWDA to notify of its intent to investigate expired on January 6, 2024. On January 8, 2024,
17 Plaintiff Suarez filed a Representative Action Complaint in this Court against Defendant Helix
18 Electric, Inc., alleging a cause of action for recovery of civil penalties for Violation of the PAGA
19 [Labor Code §§ 2698, *et seq.*].

20 Plaintiff and Defendant agreed to mediate with Daniel J Turner Esq.¹ Prior to the mediation,
21 the Parties conducted significant investigation and discovery of the facts and law. Defendant produced
22 hundreds of documents relating to its policies, practices, and procedures regarding paying non-exempt
23 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
24 policies, and more. Plaintiff was provided with sufficient records and data to determine the number of
25 Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the
26

27 ¹ The Agreement has a typographical error when it mentions mediation with Lynn Frank, as the
28 mediation in this case was with Daniel Turner.

1 above-described investigation and evaluation, as well as the information exchanged during the
2 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
3 compromise the issues on a fair and equitable basis.

4 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is
5 liable for failing to pay all time worked (off of the clock), failing to provide adequate meal breaks, and
6 rest breaks, regular rate based on failing to incorporate bonuses and therefore miscalculating overtime
7 meal premiums, and sick pay as a result of not including certain remunerations into the regular rate.
8 For example, Defendant failed to include non-discretionary bonuses in the calculation of the regular
9 rate of pay. Moreover, Plaintiff alleged that Defendant failed to provide legally compliant meal and
10 rest periods because Defendant required Plaintiff and other Aggrieved Employees to remain on
11 premises for rest periods, Defendant failed to provide meal and rest periods timely, when provided.
12 Defendant maintained that it always complied with applicable wage and hour regulations.

13 (c) On January 14, 2026, the Parties engaged in an all-day mediation session before
14 Mediator Turner, a respected and experienced mediator knowledgeable of both the wage and hour
15 laws and representative claims at issue in this action. Through arms-length negotiations with the
16 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
17 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
18 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
19 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
20 difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential
21 defenses, and the significant delay and potential appellate issues inherent to litigation – and was
22 reached after extensive arm's length negotiations, with the assistance of Mediator Turner.

23 (d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately
24 settle Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreement
25 ("Individual Settlement") (Settlement Agreement at ¶ 2.3). The individual claims were not at issue in
26 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
27 *v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip
28

1 an Aggrieved Employee of standing, as the state's authorized representative, to pursue PAGA
2 remedies" nor resolve the PAGA claims.).

3 4. The claim before this Court on this motion is solely the representative claim under
4 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
5 settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6 et
6 seq). The Agreement negotiated by the Parties provides for a "Gross PAGA Settlement Amount"
7 payment in the amount of \$1,220,000 to resolve the Released PAGA Claims (hereinafter referred to
8 as the "PAGA Settlement"). From this PAGA Settlement of \$1,220,000, there is a deduction of
9 attorneys' fees ("PAGA Counsel Fees Payment") in the amount of \$406,666.00 (which is one-third of
10 the PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses
11 Payment") in an amount not to exceed \$24,000, a service award of \$10,000 ("Service Award") and
12 Settlement Administration Costs ("Administration Expenses Payment") not to exceed \$12,000.
13 (Agreement at ¶¶ 3.2.1-3.2.4). If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
14 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate
15 the remainder of these amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the
16 extent the Administration Expenses are less, or the Court approves payment less than \$12,000, the
17 Administrator will allocate the remainder of this amount to the PAGA Payment (Id. at ¶ 3.2.2). In the
18 event the Service Award is approved for less than \$10,000.00 to Plaintiff, the unawarded difference
19 will be added to the PAGA Payment for distribution and not paid to Plaintiff, PAGA Counsel, or
20 Defendant. (Id. at ¶ 3.2.4). After these deductions, the amount remaining is the "PAGA Payment",
21 which is estimated to be no less than \$767,334.00.

22 Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$576,250.50) will be
23 paid to the LWDA and the remaining twenty-five percent (25%) (no less than \$192,083.50) will be
24 paid to the Aggrieved Employees (Agreement at ¶ 3.2.4). This 75/25 allocation is required by Labor
25 Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). "Aggrieved
26 Employees" means all persons who worked for Defendant Helix Electric, Inc. in California as an
27 hourly, non-exempt employee during the PAGA Period. (Settlement Agreement at ¶ 1.4). "PAGA
28

Period” means the period from November 2, 2022 and ending March 16, 2026, subject to the escalator clause at Paragraph 8 of the Settlement Agreement. (Settlement Agreement at ¶ 1.23).

The Individual PAGA Payment for each Settlement Employee shall be based on the number of pay periods each Settlement Employee worked during the PAGA Period as an Settlement Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during from November 2, 2022 and ending March 16, 2026. The PAGA Period is the time period from November 2, 2022 and ending March 16, 2026. (Agreement at ¶ 1.23). For mediation, Defendant represented that Aggrieved Employees collectively worked approximately 127,867 pay periods during the PAGA Period. (Agreement at ¶ 8).

Upon entry of final judgment, the Released Parties shall be entitled to a release from the Aggrieved Employees for any “Released PAGA Claims”, which means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 11060 (Failure to Provide Suitable Seating), and the IWC Wage Orders, that accrued at any time during the PAGA Period. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All Aggrieved Employees will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.. (Agreement at ¶5.1). The period of the Release shall only extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release. The Released Claims do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’

1 compensation, class claims or claims based on facts occurring outside the PAGA Period. (*Id.*)

2 Within twenty-one (21) days after Defendant funds the Gross PAGA Settlement Amount, the
3 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
4 Administration Expenses Payment, the Service Award and the PAGA Counsel Fees Payment and
5 PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4). Checks will remain negotiable for one
6 hundred eighty (180) days. (*Id.* at ¶ 4.4.1) For any Individual PAGA Payment check that is uncashed
7 and cancelled after the void date, the Administrator shall transmit the funds represented by such checks
8 to the Cy Pres Recipient, Children's Advocacy Institute, San Diego, subject to Court approval. (*Id.* at
9 ¶ 4.4.3).

10 PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount (\$406,666), a
11 Service Award of \$10,000 and PAGA Counsel Litigation Expenses in an amount not to exceed
12 \$24,000 will also be paid to PAGA Counsel as part of the settlement in accordance with California
13 Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an
14 amount not to exceed \$12,000 to perform the administrative duties to distribute the settlement money
15 shall also be paid.

16
17 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
18 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
19 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$1,220,000
20 is more than other PAGA settlements as it constitutes approximately \$9.54 per pay period. This PAGA
21 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
22 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
23 penalties was potentially \$12,786,700.00 based on 127,867 pay periods applicable to the Aggrieved
24 Employees during the PAGA Period.² Importantly, however, these calculations were performed at

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26 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$12,786,700.00 is the civil penalty amount without stacking. If stacking is permitted, then
28 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent 2024 amendment of PAGA casts further doubt on

1 the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
2 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
3 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
4 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*,
5 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided
6 for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
7 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
8 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
9 penalties would be only \$639,335, which is far less than this settlement provides.

10 7. Here, Plaintiff would need to prove that each Settlement Employee suffered a violation
11 for each period the employee worked in relation to meal or rest period violations, failure to pay
12 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
13 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
14 due.

15 Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
16 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
17 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
18 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
19 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
20 the PAGA notification should be awarded because the violations were not intentional. These defenses
21 present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought
22 may not be awarded.

23 Given Defendant's potential defenses to the alleged violations at issue, the risks and costs of
24 continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
25 reasonable. Defendant has similarly concluded that it is desirable that the action is settled in the manner
26 and upon the terms and conditions set forth in the Agreement in order to avoid further expense,

27 _____
28 the availability of stacking penalties.

1 inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation.
2 Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and
3 Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.

4 PAGA Counsel have significant experience litigating wage and hour claims including claims
5 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
6 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
7 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
8 mediator, Daniel Turner, Esq.

9 As set forth in the accompanying proof of service, the LWDA has been provided notice of this
10 motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and
11 not oppose the motion should be given considerable weight. This is not a situation where the Court
12 needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-
13 only settlement does not release the individual claims of absent employees other than PAGA claims,
14 and the LWDA is a sophisticated government entity that is more than able to look out for its own
15 rights.

16 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
17 amount of \$406,666 representing one-third of the \$1,220,000 Gross PAGA Settlement Amount.
18 PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that
19 the payment of attorneys' fees and costs in this settlement is a matter of contract for contingent
20 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the
21 requested fees and costs are reasonable. First, the requested fees are justified by the result achieved.
22 PAGA Counsel negotiated a recovery of \$1,220,000, and this result justifies the requested fees equal
23 to one third of this recovery. This percentage is within the standard contingent recovery percentage of
24 one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v.*
25 *Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App.
26 5th 521, 545 (2021) (recognizing that ““fee awards in class actions average around one-third of the
27 recovery”” regardless of ““whether the percentage method or the lodestar method is used.”” (*quoting*

1 *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008)). Second, the fee award is justified by
2 the work performed and contributions to the case. PAGA Counsel's current lodestar is \$144,230.22,
3 with significant additional work to be performed. As detailed in the accompanying billing statement,
4 a true and correct copy of which is attached hereto as Exhibit #2, the current lodestar for my firm in
5 this court matter as of August 24, 2026 is \$144,230.22 for more than 209 hours of work prosecuting
6 the claims being resolved by this Settlement. This time does not include time incurred after the billing
7 was finalized and the time spent managing the completion of the settlement, which I estimate will add
8 another \$20,000.00 in additional lodestar. Third, the consideration of the enhancement factors would
9 justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk
10 of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues
11 involved. Here, where an enhancement would be warranted, our fee request represents a multiplies of
12 3.2 times our lodestar, which is well within the range courts regularly apply.

13 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
14 Counsel, so PAGA Counsel will be recovering litigation expenses in the total amount of \$20,056.87
15 which is less than the \$24,000 allocation for costs in the Agreement, so the difference of \$3,943.13
16 will be added to the PAGA Payment amount. The litigation expenses incurred by my firm in the
17 amount of \$20,056.87 were all reasonably necessary to the litigation and are detailed in Exhibit #2
18 attached hereto.

19
20 Experience and Qualifications

21 10. I have represented hundreds of thousands of employees in hundreds of legal matters,
22 including PAGA lawsuits and hundreds of employment class actions. I personally have been practicing
23 class and PAGA employment law for a decade. Blumenthal Nordrehaug Bhowmik De Blouw LLP's
24 practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action
25 matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead
26 counsel in hundreds of contested motions for class certification including many consolidated wage
27 and hour matters.

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

16 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
17 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
18 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
19 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
20 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
21 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
22 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
23 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
24 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
25 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
26 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
27 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-

00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*

1 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
2 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
3 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
4 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
5 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
6 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
7 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
8 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
9 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
10 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
11 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
12 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
13 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
14 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
15 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
16 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
17 No. 30-2008-00231219 (Nov. 23, 2009).

18 (d) Over the course of the litigation, a number of attorneys in my firm have worked
19 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
20 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
21 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
22 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
23 and class litigation experience, much of it in the area of consumer class actions, employment class
24 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
25 my firm have extensive experience in cases involving labor code violations and overtime claims. Class
26 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
27 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,

1 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
2 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
3 Time Warner, and California State Automobile Association. It is this level of experience which
4 enabled the firm to undertake the instant matter and to successfully combat the resources of the
5 defendants and their capable and experienced counsel. On account of the concerted and dedicated
6 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
7 taking other cases, and in fact, had to turn away other potential fee generating cases.

8 (e) Paralegals. Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees for the
9 services performed by its paralegals, Adolfo Sanchez Contreras³ and Yesenia Silva. The paralegals
10 have satisfied the requirements of California Business & Professional *Code* section 6450 et seq.,
11 including qualifications and continuing legal education. In the last two years, Sanchez Contreras and
12 Silva completed the requisite four hours of mandatory continuing legal education in legal ethics and
13 four hours of mandatory continuing legal education in either general or in an area of specialized law
14 in compliance with *Business & Professional Code* section 6450 et seq. The hourly rate of \$250 per
15 hour charged for these paralegals at my firm are the reasonable and usual hourly rates charged by these
16 paralegals at my firm for services in California and are based upon the Laffey Matrix.

17 (i) Adolfo Sanchez Contreras (“Sanchez Contreras”) has nine (9) years of
18 paralegal experience in the practice area of Civil Litigation and Wage and Hour Class Actions. In
19 2015, Sanchez Contreras earned a certificate of completion of the paralegal program at University of
20 San Diego, a paralegal program approved by the American Bar Association. Prior to his attorney
21 admission to the California State Bar on January 26, 2024, Sanchez Contreras worked as a paralegal
22 at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

23 (ii) Yesenia Silva (“Silva”) has four (4) years of paralegal experience in the
24 practice area of Civil Litigation and Wage and Hour Class Actions. Silva holds a baccalaureate degree
25 from the University of California, Santa Barbara. Silva has more than one year of law-related

26 ³ Adolfo Sanchez Contreras was admitted to the California State Bar on January 26, 2024. Prior to
27 his admission, Adolfo Sanchez Contreras worked as a paralegal at Blumenthal Nordrehaug
28 Bhowmik De Blouw LLP.

1 experience under my supervision. I have been an active member of the State Bar of California since
2 January of 2000. I attest that Silva is qualified to perform paralegal tasks and services.

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

27 12. Some of the class action awards obtained by Class Counsel in similar employment
28

actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage

1 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
2 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
3 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
4 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
5 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement.
6 On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No.
7 JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement.
8 On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case
9 No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
10 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
12 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
13 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award
14 in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San
15 Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third
16 fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
17 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-
18 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
19 *Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
20 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*
21 *v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
22 William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023,
23 in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
24 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
25 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692),
26 Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November
27 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-

02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

13. LWDA - The PAGA Notice sent to the LWDA and email confirmation of the submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. Included with the PAGA Notice was a draft of the complaint providing further specificity as to the allegations. In addition, the LWDA is being served with this motion which includes the Agreement, as verified in the proof of service.

14. Settlement Administration – ILYM Group, Inc. (ILYM) was selected as the Settlement Administrator based upon their estimate. We obtained estimates from Apex Class Action Administration (“Apex”) and ILYM, using the same criteria. ILYM provided an estimate at \$10,850.00. Apex provided an estimate at \$11,200, making ILYM the less expensive bid. A Declaration from Apex is submitted in support of this motion which addresses their qualifications and their estimate as Exhibit #6.

15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator, nor any actual or potential conflicts of interest with PAGA Group members or the LWDA.

16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement Amount of \$1,220,000, the Agreement provides for the accompanying Proposed Order and Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released.

17. The release of claims for PAGA penalties appears in the Agreement at paragraph 5. The release makes clear that it binds only the named Plaintiff and the State of California. The

1 “Released Parties” are limited to “Defendant [defined elsewhere as Helix Electric, Inc.] its former and
2 present directors, officers, shareholders, employees, owners, attorneys, insurers, predecessors,
3 successors, and assigns, subsidiaries and affiliates”. (Agreement at ¶1.26). The release at paragraph
4 5.1 is appropriately limited to “All Aggrieved Employees, including Plaintiff, are deemed to release,
5 on behalf of themselves and their respective former and present representatives, agents, attorneys,
6 heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”.
7 “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could
8 have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice
9 including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194,
10 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-
11 (B), California Code of Regulations, Title 8 Section 11060 (Failure to Provide Suitable Seating), and
12 the IWC Wage Orders, that accrued at any time during the PAGA Period. The express purpose of this
13 Agreement and the Judgment to be entered by the Court following approval of this settlement is to
14 forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting
15 to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA
16 Released Claims that occurred during the PAGA Period in any future litigation. All Aggrieved
17 Employees will be bound by the settlement of the PAGA claims that occurred during the PAGA Period
18 being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e.
19 cashes or deposits) his or her settlement check. The Released PAGA Claims expressly exclude all
20 other claims, including Plaintiff’s individual claims that are subject to separate release via Plaintiff’s
21 Individual Settlement, claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social security, workers’
23 compensation, California class claims, and PAGA claims outside of the PAGA period.”

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25 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Settlement
26 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
27 Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient, Children’s

1 Advocacy Institute, San Diego.

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3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed this 24th day of August 2026, at San Diego, California.

5
6 /s/ Justin Hewgill
Justin Hewgill
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daisy Suarez (“Plaintiff”) and defendant Helix Electric, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action means the Plaintiff’s lawsuit for civil penalties under the Private Attorneys General Act (“PAGA”) alleging wage and hour violations against Defendant captioned *Suarez v. Helix Electric, Inc.*, Case No. 24TRCV00079, initiated on January 8, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM 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 PAGA 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 Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, last-known email 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. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.

- 1.9. “Defendant” means named defendant Helix Electric, Inc.
- 1.10. “Defense Counsel” means Noah J. Woods and Samantha S. McPherson of the law firm of Littler Mendelson, P.C.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final and no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$1,220,000.00 for the PAGA Payment; the payments of Administration Expenses; Plaintiff’s Service Payment; Attorneys’ Fees; and Attorneys’ Expenses. The Gross Settlement Amount shall be all-in with no reversion to Defendant and no claims forms required.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Christine T. LeVu, Brooke Wilkinson Waldrop, and Adolfo Sanchez Contreras of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Centurion Trial Attorneys (“CENTURION”), the attorneys representing the Plaintiff in the Action.
- 1.19. “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.
- 1.20. “PAGA Notice” means Plaintiff Daisy Suarez’s November 2, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from November 2, 2022 and ending March 16, 2026.
- 1.24. “Plaintiff” means Daisy Suarez, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.1 below.
- 1.26. “Released Parties” means Defendant; its former and present directors, officers, shareholders, employees, owners, attorneys, insurers, predecessors, successors, and assigns, subsidiaries and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Service Payment” means the service payment made to the Plaintiff in order to compensate for initiating the Action, performing work in support of the Action, and

undertaking the risk of liability for Defendant's expense.

2. RECITALS

- 2.1. On January 8, 2024, Plaintiff Daisy Suarez commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").
- 2.2. On April 12, 2024, Plaintiff submitted an Arbitration before JAMS alleging her individual PAGA claims and individual wage and hour California Labor Code claims, JAMS Ref. #: 524001883.
- 2.3. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On January 14, 2026, the Parties participated in an all-day mediation presided over by Daniel J. Turner, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$1,220,000.00 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Service Payment to Plaintiff of not more than \$10,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Service Payment. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the PAGA Payment. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$406,666 and PAGA Counsel Litigation Expenses Payment of not more than \$24,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the PAGA Counsel Fees Payment shall be allocated as follows: 77.5% to BNBD and 22.5% CENTURION. The PAGA Counsel

Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by PAGA Counsel. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$12,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$768,334.00 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$576,250.50) allocated to the LWDA PAGA Payment and 25% (no less than \$192,083.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, as of the date of mediation on January 14, 2026, Defendant estimated there were approximately 1,775 Aggrieved Employees who worked a total of 126,970 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within thirty (30) days of the full execution of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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 Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated

Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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 or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within twenty-one (21) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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 transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), Childrens Advocacy Institute, San Diego ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 11060 (Failure to Provide Suitable Seating), and the IWC Wage Orders, that accrued at any time during the PAGA Period. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All Aggrieved Employees will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check. The Released PAGA Claims expressly exclude all other claims, including Plaintiff’s individual claims that are subject to separate release via Plaintiff’s Individual Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period.

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees

incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Defendant's Responsibilities. Within thirty (30) days of the full execution of this Agreement, Defendant will prepare and deliver to PAGA Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient,. If Defendant represents that no actual or potential conflicts exist, no declaration need be provided. Prior to the filing of the motion for approval of this Settlement, Defendant shall also provide to Class Counsel the number of Aggrieved Employees and the number of Workweeks during the PAGA Period.
- 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 Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of 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 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 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) 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.
- 6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement 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's Order approving the settlement

to the Administrator.

- 6.4 Duty to Cooperate. 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 material change to this Agreement, 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 Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Defendant estimates that the calculated number of pay periods worked by Aggrieved Employees from November 2, 2022 through the date of mediation on January 14, 2026 is approximately 127,867. In the event the pay periods worked by Aggrieved Employees during the PAGA Period exceeds the above pay period estimate by more than 10% (i.e. exceeds 140,653 pay periods) at the option of Defendant, Defendant shall either increase the Gross PAGA Settlement Amount or elect to move the end date for the PAGA Period to

the latest date before Approval of the PAGA Settlement that does not exceed 140,653 pay periods. In the event Defendant elects to extend the PAGA Period to a date wherein the total pay periods are more than 140,653 pay periods, the Gross PAGA Settlement Amount will be increased by determining the pay period value calculated based on 140,653 pay periods divided by the Gross PAGA Settlement Amount multiplied by the additional number of pay periods beyond 140,653 workweeks. For example, if the total number of workweeks by the end of the PAGA Period is 141,000 and the workweek value is \$9.54 per pay period, Defendant would have to increase the Gross PAGA Settlement Amount by \$3,008.49 ($141,000 - 140,653 = 347 \times \9.54).

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Payment.

10. ADDITIONAL PROVISIONS.

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

Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 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 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lynn Frank, Esq., for resolution.
- 10.5 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.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will

be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. Other than information, filings and disclosures necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, or respond to any press inquiries.

10.12 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 PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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

To Defendant: Noah J. Woods
nwoods@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

- 10.16 Execution in Counterparts. This Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant.
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP

section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, beginning from the date of mediation. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

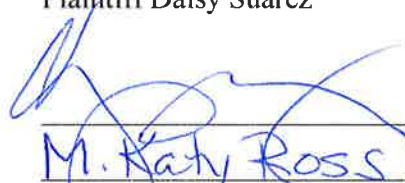
The Parties and their counsel hereby execute this Agreement.

Dated: 07/17/2026

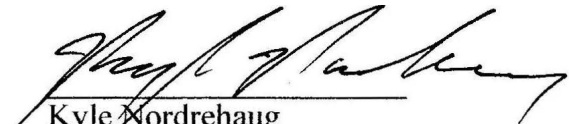

Daisy Suarez (Jul 17, 2026 11:29:44 PDT)

Plaintiff Daisy Suarez

Dated: 7.13.26


M. Katy Ross [name]
For Defendant Helix Electric, Inc.

Dated: 7/17/26


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: July 13, 2026

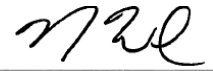

Noah J. Woods
Littler Mendelson, PC
Attorneys for Defendant

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 08/24/2026
Due On: 09/23/2026

Daisy Suarez
2286 Spring Oak Way
San Diego, CA 92139

CA3135

Helix Electric

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	10/14/2023	Review and analyze original intake notes and referral notes. Review and research related litigation. Research Defendant's business operations in CA. Review and analyze facts and law.	2.90	\$850.00	\$2,465.00
NDB	10/17/2023	Review and analyze individual claims for retaliation and discrimination. Research.	1.90	\$850.00	\$1,615.00
NDB	10/18/2023	Begin review of employment file. Review wage and hour claims. Legal research.	1.70	\$850.00	\$1,445.00
NDB	10/22/2023	Review and analyze all paystubs and employment file docs for wage and hour claims. Legal research. Obtain background facts for complaint drafting. Review and research venue issues.	2.50	\$850.00	\$2,125.00
NDB	10/23/2023	Review and analyze meal and rest break claims. Review case file. Draft original complaint.	2.80	\$850.00	\$2,380.00
NDB	10/24/2023	Review and analyze file. Draft complaint. Send Complaint to client for approval. Discuss with Plaintiff. Review and revise per instructions.	3.30	\$850.00	\$2,805.00
NDB	10/26/2023	Review and analyze case file and complaint. Draft case notes memo detailing facts and specific violations.	2.20	\$850.00	\$1,870.00

NDB	10/27/2023	Review and research PAGA claims and penalties. Draft PAGA Notice.	2.10	\$850.00	\$1,785.00
NDB	10/28/2023	Review arbitration agreement and facts surrounding the signing of agreement. Legal research enforceability. Review previous court orders and mediation briefs for procedural and substantive unconscionability arguments.	2.90	\$850.00	\$2,465.00
KN	11/04/2023	Review arbitration agreement; review analysis of arbitration issues from ND; analyze arbitration issues and enforceability; advise ND	1.50	\$950.00	\$1,425.00
KN	12/02/2023	Review facts and documents; review research and analysis of claims from ND; review research from ND; review draft complaint; provide input on claims and allegations	2.00	\$950.00	\$1,900.00
RE	12/04/2023	Review case notes/damage analysis	0.70	\$675.00	\$472.50
RE	12/05/2023	Review & analyze employment file documents	2.80	\$675.00	\$1,890.00
RE	12/06/2023	Review, revise & edit class action complaint; finalize draft	3.00	\$675.00	\$2,025.00
RE	12/07/2023	Draft summons & civil case cover sheet & addendum/statement of location re class action	0.50	\$675.00	\$337.50
RE	12/07/2023	Review & finalize class action complaint package; file in LA Sup. Ct.	0.50	\$675.00	\$337.50
RE	12/07/2023	Review court returned documents; review docket; memo to firm re judicial/departments assignment and status of initial CMC re class action	0.50	\$675.00	\$337.50
KN	12/09/2023	Review filed complaint; review Court notices; review memo from RE; review next steps	0.40	\$950.00	\$380.00
CL	12/18/2023	Receipt and review Minute Order and ISC Order.	0.30	\$750.00	\$225.00
RE	12/21/2023	Review file; prep initial docs for service of process re class action; identify reg. agent; send out for service via Knox	0.70	\$675.00	\$472.50
CL	12/27/2023	Receipt and review Defendants Notice of Appearance	0.20	\$750.00	\$150.00
RE	12/28/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
KN	01/05/2024	Review email from Def; analysis of issue therein; memo to staff	0.50	\$950.00	\$475.00
RE	01/08/2024	Draft PAGA only complaint	3.80	\$675.00	\$2,565.00
RE	01/08/2024	Draft summons, civil case cover sheet & addendum/statement of location	0.50	\$675.00	\$337.50

RE	01/08/2024	Review & finalize PAGA only complaint package; file in LA Sup. Ct.	0.50	\$675.00	\$337.50
NDB	01/08/2024	Review and analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Analyze court docket and case file.	1.40	\$850.00	\$1,190.00
RE	01/12/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	01/12/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
CL	01/24/2024	Receipt and review Notice of CMC.	0.30	\$750.00	\$225.00
CL	01/30/2024	Receipt and review notice of case reassignment and order to give notice	0.20	\$750.00	\$150.00
KN	02/21/2024	Review emails and arbitration agreement; analysis of arbitration issues; advise CL	0.50	\$950.00	\$475.00
YS	02/22/2024	Prepare shell for joint stip to stay matter pending arb; proposed order.	0.50	\$250.00	\$125.00
CL	02/22/2024	Revise Stipulation to Stay Pending Arbitration; review and analyze Defendant's revisions.	0.70	\$750.00	\$525.00
CL	02/22/2024	Email from/to N. Woods re revisions Stipulation to Stay Pending Arbitration and request for dismissal of Class Action.	0.70	\$750.00	\$525.00
CL	02/22/2024	Email from/to N. Woods re further revisions Stipulation to Stay Pending Arbitration; draft further revisions Stipulation to Stay Pending Arbitration	0.40	\$750.00	\$300.00
ASC	02/22/2024	PAGA - Revise stip to stay pending arb and circulate to OPC for review	0.50	\$250.00	\$125.00
ASC	02/22/2024	Revise RFD class action without prejudice	0.50	\$250.00	\$125.00
KN	02/22/2024	Review stip; analysis of issues; review questions from CL; advise CL	0.40	\$950.00	\$380.00
YS	02/26/2024	[PAGA] Finalize joint stip to stay matter pending arb for service. Create POS. File via Onelegal. Email to OPC re joint stip. Email to Court Docs for circulation. Email to Chrystal and Taylor re service via USPS.	0.60	\$250.00	\$150.00
YS	02/26/2024	[Class] Finalize RFD, proposed order, and declaration of C. LeVu for service. Prepare POS. File via Onelegal. Email to OPC re RFD. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
AR	02/28/2024	Review file and docket for status in advance of CMC; draft summary correspondence.	0.50	\$550.00	\$275.00

YS	03/01/2024	[Class] Retrieve/purchase order granting dismissal via the ROA. Email to Court Docs for circulation. Update file with order.	0.20	\$250.00	\$50.00
CL	03/04/2024	Receipt and review order granting request for dismissal.	0.30	\$750.00	\$225.00
RE	03/08/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
ASC	03/11/2024	Confirm stipulation to arbitration filed, review draft demand for arb	0.50	\$250.00	\$125.00
CL	03/18/2024	Receipt and review OSC hearing re status of arb.	0.20	\$750.00	\$150.00
YS	04/04/2024	[PAGA] Review filed POS of PAGA complaint. Update internal discovery spreadsheet with date of service.	0.20	\$250.00	\$50.00
YS	04/04/2024	[Class] Update status of class action on internal discovery spreadsheet to dismissed.	0.10	\$250.00	\$25.00
YS	04/09/2024	[PAGA] Review status of case. Confirm order re submitting matter to arb is in file. Update internal spreadsheet re discovery with status of case: Arbitration.	0.20	\$250.00	\$50.00
SB	04/12/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
SB	04/19/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
KN	05/04/2024	Review past week emails and correspondence regarding arbitration; analysis of next steps; memo to Team	0.60	\$950.00	\$570.00
ASC	06/17/2024	Discuss mediation with defense counsel	0.50	\$250.00	\$125.00
SB	06/20/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
ASC	06/27/2024	Email N. Woods re potential early mediation of case before arbitration proceedings commence	0.30	\$250.00	\$75.00
CL	07/22/2024	Review and analyze Notice of case reassignment	0.20	\$750.00	\$150.00
CL	07/25/2024	Email from/to J. Lucas re: PAMC with Judge Alksne.	0.30	\$750.00	\$225.00
YS	08/02/2024	Review Notice Of Case Reassignment And Order For Plaintiff To Give Notice (Dates Remain), Plaintiff ordered to serve. Prepare POS. Email to OPC re order. Email to Chrystal/Taylor re service via USPS. File POS via Onelegal.	0.50	\$250.00	\$125.00
YS	09/05/2024	Update internal spreadsheet re class info with # provided by OPC	0.10	\$250.00	\$25.00
YS	09/05/2024	Review email from OPC re Def's service list. Create POS for PAGA file	0.30	\$250.00	\$75.00

AB	09/05/2024	Review/analyze corr from OPC. Review complaint/client docs. Draft/send corr to Defendant re mediator selection.	2.00	\$895.00	\$1,790.00
ASC	09/09/2024	Review and respond to email from D. Suarez re case status	0.30	\$250.00	\$75.00
VR	09/12/2024	Receipt and Review of Correspondence: review correspondence from mediator; review correspondence between parties; review retainer agreement; advise YS and ASC	0.40	\$750.00	\$300.00
KN	09/12/2024	Receipt and Review of Correspondence: Review status; review correspondence and emails; review mediation details; review Team response	0.30	\$950.00	\$285.00
VR	09/16/2024	Receipt and Review of Correspondence: review correspondence between parties; review confirmation of mediation; advise AJB	0.20	\$750.00	\$150.00
YS	09/26/2024	Review Plaintiff's documents. Organize and add bates stamp. Create and update exhibit book	0.80	\$250.00	\$200.00
VR	11/07/2024	Receipt and Review of Correspondence: review correspondence between parties; meet and confer call with Def; review complaint; advise AJB	1.10	\$750.00	\$825.00
KN	11/07/2024	Receipt and Review of Correspondence: Review status; review correspondence between parties; review memo from Team	0.30	\$950.00	\$285.00
CL	12/01/2024	Email from D. Suarez re: mediation.	0.20	\$750.00	\$150.00
ASC	02/24/2025	Prepare OSC statement re arbitration; finalize and file via One Legal, serve via email	1.20	\$250.00	\$300.00
YS	03/07/2025	Review status of case, Confirm 3/11 OSC re status of arbitration hearing still on calendar, circulate link to appear remotely, schedule reminder text for team	0.40	\$250.00	\$100.00
ASC	03/11/2025	Prepare to attend OSC re status of arbitration	0.50	\$250.00	\$125.00
ASC	03/11/2025	Attend OSC re status of arbitration	1.00	\$250.00	\$250.00
ASC	03/17/2025	Draft mediation data request; finalize and serve via email	1.00	\$250.00	\$250.00
CL	04/01/2025	Email from N. Woods re cancellation due to failure to produce records timely.	0.30	\$750.00	\$225.00
ASC	04/02/2025	Review email from N. Woods re mediation reschedule proposal	0.30	\$250.00	\$75.00
ASC	04/02/2025	Review correspondence from JAMS re Arbitrator's supplemental disclosures	0.30	\$250.00	\$75.00
AB	04/04/2025	Review/analyze corr from defendant re cancelling	2.00	\$895.00	\$1,790.00

		mediation. Review corr from mediator and analyze cancellation / refund options. Analyze rescheduling issues.			
ASC	04/16/2025	Circle back re new mediation date due to defendant's cancellation	0.30	\$250.00	\$75.00
ASC	04/23/2025	Email to N. Woods re rescheduling mediation	0.30	\$250.00	\$75.00
ASC	04/28/2025	Email to N. Woods re follow up on proposed mediators to reschedule mediation	0.30	\$250.00	\$75.00
ASC	04/29/2025	Follow up re status of rebooking mediation	0.30	\$250.00	\$75.00
YS	04/30/2025	Email to mediator's office re case info	0.20	\$250.00	\$50.00
ASC	04/30/2025	Confirm extension of MTC granted and calendar new date	0.30	\$250.00	\$75.00
AB	04/30/2025	Review/analyze capabilities of mediator Turner. Review/analyze dates. Draft/send corr to OPC and mediator re selection and hold date.	2.00	\$895.00	\$1,790.00
AR	05/07/2025	Multiple correspondence regarding status of arbitration and discovery.	0.30	\$550.00	\$165.00
ASC	05/07/2025	Receive and respond to email from Plaintiff Suarez re outcome of mediation and status update	0.50	\$250.00	\$125.00
AB	05/07/2025	Review/analyze doubletracking issues. Review/analyze disclosure request made in arb by team. Draft/send memo to team re same.	2.00	\$895.00	\$1,790.00
KN	05/08/2025	Review status; review emails from partes and regarding mediation	0.30	\$950.00	\$285.00
CL	05/12/2025	Email from D. Suarez re: mediation cancelation.	0.10	\$750.00	\$75.00
ASC	05/12/2025	Follow up to confirm mediation rescheduled; reply to email from client re status update request	0.50	\$250.00	\$125.00
ASC	05/13/2025	Respond to email from Plaintiff re status update request and cancelled mediation	0.30	\$250.00	\$75.00
ASC	05/28/2025	Review and respond to email from Plaintiff Suarez	0.40	\$250.00	\$100.00
ASC	05/28/2025	Prepare OSC statement re status of arbitration, finalize and file via one legal, serve via email	1.00	\$250.00	\$250.00
YS	06/05/2025	Review status of case, Confirm 6/12 OSC re Mediation/ Post-Mediation Status Conference hearing still on calendar, confirm Plaintiff statement was filed, circulate link to appear remotely, schedule text reminder for team	0.40	\$250.00	\$100.00
ASC	06/12/2025	Prepare to attend OSC re Mediation/ Post-Mediation Status Conference	0.50	\$250.00	\$125.00

ASC	06/12/2025	Attend OSC re Mediation/ Post-Mediation Status Conference	1.00	\$250.00	\$250.00
ASC	06/12/2025	Review and save correspondence from Plaintiff	0.40	\$250.00	\$100.00
KN	06/12/2025	Review status; review memo regarding hearing; analysis of next steps	0.30	\$950.00	\$285.00
ASC	09/26/2025	Review and respond to status update request from Plaintiff	0.40	\$250.00	\$100.00
ASC	11/24/2025	Review status of mediation data production	0.30	\$250.00	\$75.00
CL	11/25/2025	Email from D. Sanchez re: mediation with Daniel Turner.	0.20	\$750.00	\$150.00
ASC	11/25/2025	Review correspondence from JAMS re mediation deadlines	0.30	\$250.00	\$75.00
ASC	12/10/2025	Email OPC re production of mediation data	0.30	\$250.00	\$75.00
ASC	12/12/2025	Prepare case info sheet for mediation	0.50	\$250.00	\$125.00
ASC	12/17/2025	Follow up with N. Woods re status of production of mediation data	0.30	\$250.00	\$75.00
CL	12/19/2025	Email from N. Woods re: status of mediation data production.	0.20	\$750.00	\$150.00
NDB	12/22/2025	Review case file and court docket. Analyze Plaintiff's individual claims and settlement authority. Review and analyze discovery and data produced. Review and research wage and hour claims. Prepare for mediation. Prepare for mediation.	4.60	\$850.00	\$3,910.00
NDB	12/28/2025	Review and research previous settlements with similar claims and workweeks for mediation valuation. review and research 2802 and rest break claims. Analyze case file.	2.90	\$850.00	\$2,465.00
YS	12/29/2025	Review mediation data, create Box folder, update with file, email to expert	0.30	\$250.00	\$75.00
NDB	01/03/2026	Review and analyze Defendant's written wage and hour documents. Analyze timekeeping data for meal break and rounding claims Legal research.	2.20	\$850.00	\$1,870.00
KN	01/03/2026	Review status of Production; review documents; review research and analysis from Team and ND; analyze claims and theories of liability; provide input.	2.00	\$950.00	\$1,900.00
ASC	01/05/2026	Email to N. Woods re follow up on production of pre mediation data and documents	0.20	\$250.00	\$50.00
NDB	01/05/2026	Review facts and law. Draft mediation brief.	3.80	\$850.00	\$3,230.00

		prepare for mediation.			
ASC	01/06/2026	Review Plaintiff's documents HELIX_000001-000133	1.50	\$250.00	\$375.00
ASC	01/06/2026	Review Defendant's documents SUAREZ 0001 - 0188, policies, spreadsheets and data points for mediation	2.00	\$250.00	\$500.00
ASC	01/06/2026	Research defendant and reviews from other employees regarding employment with defendant	1.00	\$250.00	\$250.00
ASC	01/06/2026	Update exhibit book, review expert mediation analysis; prepare exhibits for mediation brief;	1.00	\$250.00	\$250.00
ASC	01/06/2026	Multiple communications with expert re mediation analysis and follow up questions/clarification requests	1.20	\$250.00	\$300.00
ASC	01/06/2026	Review procedural history, causes of action and supporting facts; Draft mediation brief	2.00	\$250.00	\$500.00
SB	01/06/2026	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
AB	01/06/2026	Review/analyze 2026-01-06 - Suarez v Helix Electric - Incorrect OT Hours Examples; Draft mediation brief insert re same; Review/analyze 2026-01-06 - Suarez v Helix Electric Mediation Analysis 1-6-2026; Draft mediation brief insert re same; Review/analyze 2026-01-06 - Email from expert; and, Draft mediation brief insert re same.	8.00	\$895.00	\$7,160.00
KN	01/06/2026	Review mediation brief and provide input regarding same; Review Exhibits book and mediation exhibits; analysis of issues; advise AJ	2.00	\$950.00	\$1,900.00
ASC	01/07/2026	Email to N. Woods re follow up on request for wage and hour policies	0.20	\$250.00	\$50.00
ASC	01/07/2026	Revise mediation brief	2.00	\$250.00	\$500.00
ASC	01/07/2026	Review and analyze expert's mediation analysis and follow up questions/clarification requests	0.50	\$250.00	\$125.00
ASC	01/07/2026	Request mediation zoom link	0.20	\$250.00	\$50.00
AB	01/07/2026	Review/analyze auto-deduct law. Draft/send memo to team re autodeduct law. Review/analyze response from team. Draft/send further memo on issue. Review/analyze corr from OPC re records. Draft/send directive to team re expert adjustment needed in light of OPC's disclosure.	4.00	\$895.00	\$3,580.00
ASC	01/08/2026	Review and analyze update expert chart and analysis of mediation data; further revisions to	1.50	\$250.00	\$375.00

draft mediation brief					
AB	01/08/2026	Review/analyze 2026-01-08 - Suarez v Helix Electric Mediation Analysis 1-8-2026; and, Finalize/file mediation brief.	4.00	\$895.00	\$3,580.00
ASC	01/12/2026	Receive and analyze further data points provided by Defendant pre-mediation	0.30	\$250.00	\$75.00
YS	01/13/2026	Review and organize Plaintiff's and Def's document, update exhibit book for mediation.	0.80	\$250.00	\$200.00
NDB	01/13/2026	Review and analyze all mediation materials including briefs, exhibits, and expert damage and penalty analysis in preparation for mediation.	1.80	\$850.00	\$1,530.00
KN	01/13/2026	Review mediation brief and documents; review email from Defendant regarding employee data; analyze claims and theories; provide input to J for mediation	1.50	\$950.00	\$1,425.00
AB	01/14/2026	Prep and appear for mediation	6.00	\$895.00	\$5,370.00
SB	01/14/2026	Attend mediation	8.00	\$450.00	\$3,600.00
KN	01/14/2026	Review email from Defendant and draft MOU	0.50	\$950.00	\$475.00
AB	01/19/2026	Review/analyze/revise MOU 2026-1-19-Suarez v. Helix Electric Inc. - Memorandum of Understanding (01.15.2026) 4907-1854-5032 1; draft corr re and send MOU	2.00	\$895.00	\$1,790.00
ASC	01/20/2026	Respond to email from Plaintiff re request for update	0.20	\$250.00	\$50.00
AB	01/21/2026	Review/revise/recirculate MOU	2.00	\$895.00	\$1,790.00
KN	01/21/2026	Review MOU and AJ revisions thereto; analysis of settlement issues; advise AJ	1.00	\$950.00	\$950.00
AB	01/26/2026	Review/analyze 2026-1-26-Suarez v. Helix Electric Inc. - Memorandum of Understanding (01.15.2026) 4907-1854-5032 1 (002); finalize and circulate for signing.	3.00	\$895.00	\$2,685.00
ASC	01/27/2026	Review notice of arb management conference, respond re joint request to continue	0.20	\$250.00	\$50.00
BW	02/06/2026	Review and analyze correspondence re MOU finalization	0.10	\$750.00	\$75.00
NDB	02/12/2026	Review mediation notes and results. Review mediator's proposal and emails. Review and analyze MOU terms. Send MOU to Plaintiff. Discuss with Plaintiff.	1.30	\$850.00	\$1,105.00
BW	03/04/2026	Review MOU re drafting settlement agreement	0.50	\$750.00	\$375.00

BW	03/04/2026	Drafting PAGA-only settlement agreement re terms and conditions in MOU	0.30	\$750.00	\$225.00
BW	03/04/2026	Drafting Settlement Agreement	1.20	\$750.00	\$900.00
BW	03/10/2026	Continue drafting settlement agreement	1.00	\$750.00	\$750.00
BW	03/11/2026	Draft and send settlement administrator bid email to ILYM	0.20	\$750.00	\$150.00
BW	03/11/2026	Draft and send settlement administrator bid email to APEX	0.20	\$750.00	\$150.00
BW	03/11/2026	Further draft settlement agreement	0.60	\$750.00	\$450.00
BW	03/11/2026	Review and analyze ILYM settlement bid	0.10	\$750.00	\$75.00
BW	03/11/2026	Review and analyze Apex settlement administration bid	0.10	\$750.00	\$75.00
KN	03/12/2026	Review draft Agreement and other documents from BW; analysis of issues; memo to BW about corrections to make; compare with MOU and Court guidelines to ensure compliance	2.00	\$950.00	\$1,900.00
BW	03/12/2026	Email with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
BW	03/12/2026	Review and analyze email from K. Nordrehaug re revisions for settlement agreement; revise settlement agreement re same	0.50	\$750.00	\$375.00
BW	03/26/2026	Review and analyze defendant redlines; draft and revise further redlines; draft and send email to K. Nordrehaug re strategy for further redlines	0.80	\$750.00	\$600.00
BW	04/07/2026	Review MOU re if an amended complaint is necessary	0.10	\$750.00	\$75.00
BW	04/15/2026	Review correspondence and drafts of settlement agreement; draft memo and send to file re strategy for finalizing settlement agreement	0.10	\$750.00	\$75.00
ASC	04/15/2026	Review status of case; Draft OSC Statement, add POS, file via one legal, serve via email	1.00	\$250.00	\$250.00
ASC	04/16/2026	Refile OSC statement	0.30	\$250.00	\$75.00
ASC	04/19/2026	Review file and search for related PAGA submissions on DIR website	0.30	\$250.00	\$75.00
KN	04/23/2026	Review draft Agreement; review notes from staff; review Defendant revisions; compare to LA model form; advise CL as to revisions and issues	2.00	\$950.00	\$1,900.00
ASC	04/29/2026	Prepare to attend OSC/Post-Mediation conference	0.50	\$250.00	\$125.00

ASC	04/29/2026	Attend OSC/Post-Mediation conference	1.00	\$250.00	\$250.00
ASC	04/29/2026	Draft notice of OSC re dismissal; file via one legal; serve via email	0.50	\$250.00	\$125.00
ASC	06/03/2026	Review and respond to Plaintiff Suarez re status of PAGA settlement and timeline for payment	0.50	\$250.00	\$125.00
CL	06/09/2026	Email form/to N. Woods re: long form settlement agreement; Discuss with Justin re: same.	0.30	\$750.00	\$225.00
JGH	06/11/2026	review file, call with defense counsel	1.00	\$750.00	\$750.00
JGH	06/26/2026	Draft longform. Review edits. Email suggestions internally.	0.72	\$750.00	\$538.75
KN	06/26/2026	Review draft Agreement; review issues from JH; review further revisions by JH; advise JH	1.50	\$950.00	\$1,425.00
JGH	07/16/2026	Send longform out for signature. J	1.00	\$750.00	\$750.00
NDB	07/16/2026	Review settlement agreement terms for conformity with MOU terms. Review and analyze individual settlement agreement. Follow up for signatures.	1.00	\$850.00	\$850.00
YS	07/21/2026	Review local chambers re reservations for motion for PAGA approval. Review CRS for first available date. Email to CTL/JH.	0.30	\$250.00	\$75.00
JGH	07/21/2026	Draft Individual Settlement	1.29	\$750.00	\$966.88
ASC	07/21/2026	Review MOU and prepare declaration in support of motion for PAGA approval, discuss status of ind. Settlement	0.80	\$250.00	\$200.00
JGH	07/22/2026	review email chain, Edit individual settlement agreement send individual settlement to defense counsel.	0.47	\$750.00	\$351.46
ASC	07/23/2026	Finalize and send decl iso Motion for approval of PAGA settlement to Plaintiff	0.40	\$250.00	\$100.00
KN	08/04/2026	Review status; review billing and send memo to firm; emails with Team and provide instructions to Team	0.40	\$950.00	\$380.00
JGH	08/10/2026	Review individual settlement. text with client re age email for review to ND. email to defense counsel	1.00	\$750.00	\$750.00
CL	08/10/2026	Draft OSC statement re dismissal; Email to N. Woods re same.	0.70	\$750.00	\$525.00

KN	08/11/2026	Review status and emails; memo to partners; work on issue re motion procedure; review emails and memo from CL	0.40	\$950.00	\$380.00
JGH	08/11/2026	Review individual settlement, tc with OPC. email internally send out for signature.	1.50	\$750.00	\$1,125.00
YS	08/11/2026	Review chamber rules and court website re hearing reservation. Email to Kyle re first available hearing date	0.30	\$250.00	\$75.00
JGH	08/12/2026	Draft Motion for Approval.	5.04	\$750.00	\$3,781.25
CL	08/12/2026	Review and revise Motion for PAGA Approval; Discuss with Justin re: same.	0.80	\$750.00	\$600.00
KN	08/14/2026	Review and revise draft motion and proposed order; review mediation materials for valuations issues and research issues; prepare redlines and comments; memo to JH regarding corrections to make and next steps	2.00	\$950.00	\$1,900.00
JGH	08/14/2026	1.5 Review KN's edits, Review mediation brief for allegations	1.40	\$750.00	\$1,051.88
JGH	08/24/2026	Review and Edit Declaration and Motion for Approval. Email KN	1.50	\$750.00	\$1,125.00
KN	08/24/2026	Review and revise draft Declaration; review billing for accuracy; correct issues	1.50	\$950.00	\$1,425.00
KN	08/24/2026	Review and revise motion for approval; review and revise proposed order; research issue; memo to Team	2.00	\$950.00	\$1,900.00
				Quantity Subtotal	209.32
				Services Subtotal	\$144,230.22

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/06/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	12/07/2023	Onelegal/Court Fees	1.00	\$1,494.99	\$1,494.99
Expense	12/28/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	12/30/2023	Onelegal/Court Filing Fee	1.00	\$51.48	\$51.48
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$138.05	\$138.05

Expense	01/12/2024	Onelegal/Court Fees	1.00	\$467.55	\$467.55
Expense	02/27/2024	Onelegal filing	1.00	\$19.71	\$19.71
Expense	02/28/2024	Onelegal filing	1.00	\$40.30	\$40.30
Expense	03/01/2024	Document retrieval fee	1.00	\$2.00	\$2.00
Expense	03/06/2024	KNOX Filing and Messenger Service	1.00	\$141.65	\$141.65
Expense	03/12/2024	Onelegal/court fees	1.00	\$19.71	\$19.71
Expense	03/14/2024	Onelegal/court fees	1.00	\$51.48	\$51.48
Expense	08/05/2024	One Legal/Court Fees	1.00	\$19.71	\$19.71
Expense	09/06/2024	Mediation Fees - Kyriacou.	1.00	\$11,250.00	\$11,250.00
Expense	02/24/2025	One Legal Filing Fees	1.00	\$23.44	\$23.44
Expense	05/05/2025	Mediation Refund - Kyriacou	1.00	-\$11,250.00	-\$11,250.00
Expense	05/14/2025	Mediation Fee: Judicate West	1.00	\$7,500.00	\$7,500.00
Expense	05/14/2025	FedEx	1.00	\$34.00	\$34.00
Expense	01/22/2026	Expert Fees - Berger Consulting	1.00	\$9,832.50	\$9,832.50
Expense	04/15/2026	One Legal - CMS	1.00	\$18.58	\$18.58
Expense	04/16/2026	One Legal - OSC Statement	1.00	\$24.53	\$24.53
Expense	04/29/2026	One Legal - Notice of OSC	1.00	\$24.53	\$24.53
Expense	08/24/2026	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$20,056.87	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	37.0	\$895.00	\$33,115.00
Scott Blumenthal	18.4	\$450.00	\$8,280.00
Nicholas De Blouw	41.3	\$850.00	\$35,105.00
Ricardo Ehmann	15.4	\$675.00	\$10,395.00
Justin Hewgill	14.92	\$750.00	\$11,190.22
Christine LeVu	6.6	\$750.00	\$4,950.00
Kyle Nordrehaug	25.9	\$950.00	\$24,605.00
Victoria Rivapalacio	1.7	\$750.00	\$1,275.00
Andrew Ronan	0.8	\$550.00	\$440.00

Adolfo Sanchez Contreras	34.4	\$250.00	\$8,600.00
Brooke Waldrop	6.1	\$750.00	\$4,575.00
Yesenia Silva	6.8	\$250.00	\$1,700.00
Quantity Total			209.32
Subtotal			\$164,287.09
Total			\$164,287.09

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	09/23/2026	\$164,287.09	\$0.00	\$164,287.09
Outstanding Balance				\$164,287.09
Total Amount Outstanding				\$164,287.09

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 08/24/2026
Due On: 09/23/2026

Daisy Suarez
2286 Spring Oak Way
San Diego, CA 92139

CA3135.002

Helix Electric/Daisy Suarez - Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
CL	04/03/2024	Revise and finalize Demand for Arbitration.	0.80	\$750.00	\$600.00
ASC	04/29/2024	Review respondent's answer to arbitration demand	0.50	\$250.00	\$125.00
ASC	05/01/2024	Receipt and review of notices re intent to initiate arb, payments to JAMS and Empliment Arbitration Minimum Standards	0.60	\$250.00	\$150.00
ASC	05/16/2024	Review email from JAMS and N. Woods re Deadline for Respondent to pay filing fee	0.50	\$250.00	\$125.00
ASC	05/31/2024	Email from JAMS re commencement of arb and strike list due by 6/13/24	0.30	\$250.00	\$75.00
ASC	05/31/2024	Email from and to N. Woods re availability to discuss case	0.30	\$250.00	\$75.00
YS	06/12/2024	Update arb internal spreadsheet with matter.	0.30	\$250.00	\$75.00
YS	06/12/2024	Review Resp's Answer to Complaint in Arb. Prepare POS for file with OPC info.	0.30	\$250.00	\$75.00
YS	06/13/2024	Prepare draft of Claimant's strike arb list	0.50	\$250.00	\$125.00
ASC	06/13/2024	Receive and respond to N. Woods re telephone call to discuss case	0.40	\$250.00	\$100.00
ASC	06/13/2024	Review strike list	0.30	\$250.00	\$75.00

AR	06/14/2024	Multiple correspondence regarding strike list.	0.20	\$550.00	\$110.00
ASC	06/14/2024	Submit strike list	0.30	\$250.00	\$75.00
ASC	06/21/2024	Review JAMS correspondence re appointment of arbitrator and disclosures	0.50	\$250.00	\$125.00
ASC	07/09/2024	Review JAMS correspondence re respondent's deadline to pay invoice	0.30	\$250.00	\$75.00
CL	07/25/2024	Receipt and review Notice of Conference.	0.30	\$750.00	\$225.00
ASC	07/25/2024	Email from and to JAMS case manager re pre arbitration conference call	0.40	\$250.00	\$100.00
ASC	07/29/2024	Review correspondence from JAMS re Notice of Conference Call - Arb	0.30	\$250.00	\$75.00
YS	07/31/2024	Review JAMS portal re supplemental disclosure correspondence. Download and email to Court Docs for circulation. Update server with correspondence.	0.20	\$250.00	\$50.00
ASC	07/31/2024	Review email from JAMS re disclosure service list	0.30	\$250.00	\$75.00
ASC	08/02/2024	Review correspondence from JAMS re conference call set for 8/20/24	0.30	\$250.00	\$75.00
ASC	08/16/2024	Review correspondence from JAMS re arbitrator supplemental disclosures and from arbitrator re conference agenda	0.80	\$250.00	\$200.00
CL	08/19/2024	Receipt and review letter from J. Truex re: Alksne possible conflict.	0.20	\$750.00	\$150.00
ASC	08/20/2024	Prepare to attend Conference Call	0.50	\$250.00	\$125.00
ASC	08/20/2024	Attend Conference Call and memorialize hearing	1.00	\$250.00	\$250.00
ASC	08/26/2024	Review correspondence from JAMS re report of preliminary hearing and scheduling order no. 1	0.50	\$250.00	\$125.00
ASC	08/30/2024	Review and respond to email from S. McPherson re meet and confer re discovery plan and e-service list	0.60	\$250.00	\$150.00
ASC	08/30/2024	Calendar M&C call with OPC, confirm e-service list	0.50	\$250.00	\$125.00
YS	09/05/2024	Review email from OPC re Def's service list. Update arb POS with updated OPC's service list	0.20	\$250.00	\$50.00
ASC	09/05/2024	Prepare for M&C re joint discovery plan	0.50	\$250.00	\$125.00
ASC	09/05/2024	Conference call with N. Woods re joint discovery plan and mediation; send follow up correspondence and discuss with AH	1.00	\$250.00	\$250.00

ASC	09/05/2024	Email to D. Suarez re status update	0.30	\$250.00	\$75.00
ASC	09/09/2024	Email S. McPherson re mediation	0.30	\$250.00	\$75.00
ASC	09/10/2024	Review email from N. Woods re proposed mediators	0.30	\$250.00	\$75.00
ASC	09/11/2024	Discuss mediators suggested by N. Woods with AJ	0.30	\$250.00	\$75.00
YS	09/12/2024	Email to mediator's office with case caption & fee split	0.20	\$250.00	\$50.00
CL	10/07/2024	Receipt and review Letter from J. Truex re: possible conflict of arbitrator.	0.20	\$750.00	\$150.00
ASC	10/07/2024	Review correspondence from JAMS re further arbitrator's disclosures	0.30	\$250.00	\$75.00
ASC	10/08/2024	Review stipulation to stay arb pending mediation prepared by S. McPherson; execute and return	0.50	\$250.00	\$125.00
CL	10/09/2024	Email from P. Gomez re: stipulation to stay pending mediation and proposed order.	0.20	\$750.00	\$150.00
ASC	10/09/2024	Review correspondence from JAMS re stip to stay arb filed by Respondent; discuss initial disclosures deadline with VBR	0.50	\$250.00	\$125.00
ASC	12/08/2024	Review multiple correspondence from JAMS re supplemental disclosures from arbitrator	0.50	\$250.00	\$125.00
ASC	02/05/2025	Receive and review correspondence from JAMS re further disclosures	0.40	\$250.00	\$100.00
CL	05/07/2025	Email to J. Truex requesting that stay be lifted.	0.30	\$750.00	\$225.00
CL	05/07/2025	Email to N. Wood requesting initial disclosures pursuant to CCP 2016.090; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
CL	05/08/2025	Email from J. Truex re: lifting the stay at the status conference.	0.30	\$750.00	\$225.00
CL	05/12/2025	Receipt and review notice of zoom conference with arbitrator.	0.10	\$750.00	\$75.00
YS	05/16/2025	Review status of case, Confirm 5/19 Status Conference on calendar, confirm info to appear via telephone, arrange reminder text for team	0.40	\$250.00	\$100.00
ASC	05/19/2025	Prepare to attend Status Conference	0.50	\$250.00	\$125.00
ASC	05/19/2025	Attend Status Conference	0.50	\$250.00	\$125.00
ASC	06/24/2025	Review correspondence from JAMS re further disclosures from arbitrator	0.30	\$250.00	\$75.00

ASC	09/10/2025	Review correspondence from JAMS re further arbitrator Alksne disclosures	0.30	\$250.00	\$75.00
ASC	09/11/2025	Review correspondence from JAMS re arbitrator appointed as Arb in a different matter	0.30	\$250.00	\$75.00
ASC	10/08/2025	Review correspondence from JAMS re arbitrator's further disclosures	0.30	\$250.00	\$75.00
CL	01/26/2026	Receipt and review Notice of conference call (arb)	0.30	\$750.00	\$225.00
CL	01/26/2026	Email from N. Woods rescheduling status conference; Email from J. Truex re rescheduling same.	0.40	\$750.00	\$300.00
CL	01/28/2026	Email from J. Truex re status conference.	0.20	\$750.00	\$150.00
ASC	01/28/2026	Respond to case manager re request for continuance pending settlement	0.20	\$250.00	\$50.00
GG	01/30/2026	Searched docket to confirm upcoming status conference, confirmed appearance information, and updated events email.	0.20	\$250.00	\$50.00
BW	03/26/2026	Emails with JAMS re upcoming status conferece	0.30	\$750.00	\$225.00
CL	05/26/2026	Receipt and review Supplemental Disclosures.	0.30	\$750.00	\$225.00
Quantity Subtotal					23.2
Services Subtotal					\$7,960.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/12/2024	JAMS Filing Fee	1.00	\$411.96	\$411.96
Expenses Subtotal					\$411.96

Time Keeper	Quantity	Rate	Total
Christine LeVu	3.9	\$750.00	\$2,925.00
Andrew Ronan	0.2	\$550.00	\$110.00
Adolfo Sanchez Contreras	16.5	\$250.00	\$4,125.00
Brooke Waldrop	0.3	\$750.00	\$225.00
Gerardo Galaviz	0.2	\$250.00	\$50.00
Yesenia Silva	2.1	\$250.00	\$525.00
Quantity Total			23.2

Subtotal	\$8,371.96
Total	\$8,371.96

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	09/23/2026	\$8,371.96	\$0.00	\$8,371.96
Outstanding Balance				\$8,371.96
Total Amount Outstanding				\$8,371.96

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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

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

EXHIBIT 4

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

November 2, 2023

CA3135

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Helix Electric, Inc.
Certified Mail #9589071052700182374927
GILBERTO SERATO
6795 FLANDERS DRIVE
SAN DIEGO, CA 92121

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Helix Electric, Inc. in California, including any employees staffed with Helix Electric, Inc. by a third party, and classified as non-exempt employees during the time period of November 2, 2022 until a date as determined by the Court. Our offices represent Plaintiff Daisy Suarez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Helix Electric, Inc. (“Defendant”). Plaintiff was employed from February of 2022 to April of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods.

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff
[Additional counsel for Plaintiff listed on signature page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

DAISY SUAREZ, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

HELIX ELECTRIC, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. _____
CLASS ACTION COMPLAINT FOR:
1. UNFAIR COMPETITION IN VIOLATION OF
CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§ 1194, 1197
& 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL
PERIODS IN VIOLATION OF CAL. LAB. CODE
§§ 226.7 & 512 AND THE APPLICABLE IWC
WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST
PERIODS IN VIOLATION OF CAL. LAB. CODE
§§ 226.7 & 512 AND THE APPLICABLE IWC
WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN VIOLATION OF
CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN VIOLATION OF
CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE
IN VIOLATION OF CAL. LAB. CODE §§ 201,
202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN
VIOLATION OF CAL. LAB CODE §§201-204,
233, 246.

DEMAND FOR A JURY TRIAL

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

4
5 **THE PARTIES**

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

8 2. DEFENDANT is an electrical contractor that performs design-build and complex
9 electrical projects in California.

10 3. PLAINTIFF was employed by DEFENDANT in California from February of
11 2022 to April of 2023 and was at all times classified by DEFENDANT as a non-exempt
12 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
13 payment of minimum and overtime wages due for all time worked.

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

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

1 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA
2 CLASS who have been economically injured by DEFENDANT's past and current unlawful
3 conduct, and all other appropriate legal and equitable relief.

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

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

21 22 **THE CONDUCT**

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

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

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

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

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

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

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

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

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

1 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
2 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
3 1197, and 1197.1.

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

24 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
25 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
26 the wages are paid not more than seven (7) calendar days following the close of the payroll
27 period. Cal. Lab. Code § 210 provides:
28

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

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

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

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

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

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

1 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
2 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
3 Sections 201-203.

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

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

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

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

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

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

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

26 27. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
27 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
28 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due

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

9 **JURISDICTION AND VENUE**

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

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

20 **THE CALIFORNIA CLASS**

21 30. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
22 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
23 "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a
24 California class, defined as all individuals who are or previously were employed by
25 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
26 party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
27
28

1 during the period beginning four (4) years prior to the filing of this Complaint and ending on
2 the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount
3 in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five
4 million dollars (\$5,000,000.00).

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

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

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

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

26 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under
27 California law by:
28

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

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

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

1 members of the CALIFORNIA CLASS were and are similarly or
2 identically harmed by the same unlawful, deceptive and unfair
3 misconduct engaged in by DEFENDANT; and,

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

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

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

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

- 27 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
28 to act on grounds generally applicable to the CALIFORNIA CLASS,

1 making appropriate class-wide relief with respect to the CALIFORNIA
2 CLASS as a whole in that DEFENDANT failed to pay all wages due to
3 members of the CALIFORNIA CLASS as required by law;

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

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

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

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

27 A. Inconsistent or varying adjudications with respect to
28 individual members of the CALIFORNIA CLASS, which

1 would establish incompatible standards of conduct for the
2 DEFENDANT; and/or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (a) Without class certification and determination of declaratory, injunctive,
2 statutory and other legal questions within the class format, prosecution
3 of separate actions by individual members of the CALIFORNIA
4 LABOR SUB-CLASS will create the risk of:
- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the CALIFORNIA LABOR SUB-CLASS which
7 would establish incompatible standards of conduct for the
8 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
9 2) Adjudication with respect to individual members of the
10 CALIFORNIA LABOR SUB-CLASS which would as a
11 practical matter be dispositive of interests of the other members
12 not party to the adjudication or substantially impair or impede
13 their ability to protect their interests.
- 14 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
15 acted or refused to act on grounds generally applicable to the
16 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
17 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
18 whole in that DEFENDANT fails to pay all wages due. Including the
19 correct wages for all time worked by the members of the
20 CALIFORNIA LABOR SUB-CLASS as required by law;
- 21 (c) Common questions of law and fact predominate as to the members of
22 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
23 and violations of California Law as listed above, and predominate over
24 any question affecting only individual CALIFORNIA LABOR SUB-
25 CLASS Members, and a Class Action is superior to other available
26 methods for the fair and efficient adjudication of the controversy,
27 including consideration of:
28

- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class

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

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

- 7 (a) The questions of law and fact common to the CALIFORNIA LABOR
8 SUB-CLASS predominate over any question affecting only individual
9 CALIFORNIA LABOR SUB-CLASS Members;
- 10 (b) A Class Action is superior to any other available method for the fair
11 and efficient adjudication of the claims of the members of the
12 CALIFORNIA LABOR SUB-CLASS because in the context of
13 employment litigation a substantial number of individual
14 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
15 their rights individually out of fear of retaliation or adverse impact on
16 their employment;
- 17 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
18 numerous that it is impractical to bring all members of the
19 CALIFORNIA LABOR SUB-CLASS before the Court;
- 20 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
21 Members, will not be able to obtain effective and economic legal
22 redress unless the action is maintained as a Class Action;
- 23 (e) There is a community of interest in obtaining appropriate legal and
24 equitable relief for the acts of unfair competition, statutory violations
25 and other improprieties, and in obtaining adequate compensation for
26 the damages and injuries which DEFENDANT's actions have inflicted
27 upon the CALIFORNIA LABOR SUB-CLASS;
28

- 1 (f) There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of
3 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 (g) DEFENDANT has acted or refused to act on grounds generally
5 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
6 making final class-wide relief appropriate with respect to the
7 CALIFORNIA LABOR SUB-CLASS as a whole;
- 8 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
9 ascertainable from the business records of DEFENDANT. The
10 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
11 CLASS Members who worked for DEFENDANT in California at any
12 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 13 (i) Class treatment provides manageable judicial treatment calculated to
14 bring a efficient and rapid conclusion to all litigation of all wage and
15 hour related claims arising out of the conduct of DEFENDANT as to
16 the members of the CALIFORNIA LABOR SUB-CLASS.

17
18 **FIRST CAUSE OF ACTION**

19 **For Unlawful Business Practices**

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

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

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

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

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

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

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

11 Cal. Bus. & Prof. Code § 17203.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
22 from the overtime requirements of the law. None of these exemptions are applicable to the
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
24 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
25 subject to a valid collective bargaining agreement that would preclude the causes of action
26 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
27 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
28 of non-negotiable, non-waiveable rights provided by the State of California.

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

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

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

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

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

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

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

16
17 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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1 **FIFTH CAUSE OF ACTION**

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

3 **[Cal. Lab. Code §§ 226.7 & 512]**

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

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

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

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

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

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

1 **SIXTH CAUSE OF ACTION**

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

3 **[Cal. Lab. Code § 226]**

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

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

9 102. Cal. Labor Code § 226 provides that an employer must furnish employees with
10 an “accurate itemized” statement in writing showing:

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

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

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

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

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1 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
2 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
3 these expenses as an employer is required to do under the laws and regulations of California.

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

8
9 **EIGHTH CAUSE OF ACTION**

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

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

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

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

17 110. Cal. Lab. Code § 200 provides, in relevant part, that:

18 As used in this article:

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

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

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

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

If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-

1 hour notice shall be entitled to receive payment by mail if he or she so
2 requests and designates a mailing address. The date of the mailing shall
3 constitute the date of payment for purposes of the requirement to provide
4 payment within 72 hours of the notice of quitting.

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

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

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

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

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

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

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1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

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

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

5 **and Against All Defendants)**

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

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

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

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

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

24 121. As alleged herein and as a matter of policy and practice, DEFENDANT
25 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
26 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
27 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
28 among other Labor Code provisions. PLAINTIFF is informed and believes that

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

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

14 15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
17 severally, as follows:

18 1. On behalf of the CALIFORNIA CLASS:

- 19 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
20 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
21 B) An order temporarily, preliminarily and permanently enjoining and restraining
22 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
23 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
24 withheld from compensation due to PLAINTIFF and the other members of the
25 CALIFORNIA CLASS; and,
26 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
27 for restitution of the sums incidental to DEFENDANT's violations due to
28 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

- 1 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
- 2 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
- 3 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
- 4 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 5 B) Compensatory damages, according to proof at trial, including compensatory
- 6 damages for minimum and overtime compensation due PLAINTIFF and the other
- 7 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
- 8 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
- 9 statutory rate;
- 10 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
- 11 in which a violation occurs and one hundred dollars (\$100) per each member of
- 12 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
- 13 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
- 14 an award of costs for violation of Cal. Lab. Code § 226;
- 15 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
- 16 the applicable IWC Wage Order;
- 17 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
- 18 1197;
- 19 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
- 20 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
- 21 costs of suit.; and,
- 22 G) The wages of all terminated employees in the CALIFORNIA LABOR
- 23 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
- 24 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 25 3. On all claims:
- 26 A) An award of interest, including prejudgment interest at the legal rate;
- 27 B) Such other and further relief as the Court deems just and equitable; and,
- 28

1 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
2 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
3 and/or §2802.

4 Dated: October 24, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

5
6 By: _____
7 Norman B. Blumenthal
8 Nicholas J. De Blouw
9 *Attorneys for Plaintiff*
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DEMAND FOR A JURY TRIAL

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

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

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

CENTURION TRIAL ATTORNEYS, APC
Ryan Stygart (State Bar #332764)
8880 Rio San Diego Dr., Suite 800
San Diego, CA 92108

EXHIBIT 6

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Christine T. LeVu (State Bar #288271)
Justin Hewgill (SBN 259528)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DAISY SUAREZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

HELIX ELECTRIC, INC., a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24TRCV00079

**DECLARATION OF ANTHONY
ROGERS**

Hearing Date: July 23, 2026
Hearing Time: 9:30 a.m.

Judge: Hon. Alan B Honeycutt
Dept.: E

Action Filed: January 8, 2024
Trial Date: Not Set

DECLARATION OF ANTHONY ROGERS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior VP
4 for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating class action notices and administering
8 class action settlements, including direct mail services, telephone, and web-based support, database
9 management, opt-out processing, and settlement fund distribution services for class actions ranging in size
10 from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM
11 Group’s current CV, reflecting our primary competencies as they relate to class action administration.
12 ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication
13 received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group,
14 will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal.
15 Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM Group is insured
16 with E&O and Cyber Insurance policies.

17 3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel
18 in the *Suarez v. Helix Electric, Inc.* matter.

19 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
20 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
21 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
22 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

23 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
24 number to receive correspondence and inquiries from class members. After receiving the class data file
25 from Defendant, which should contain the class members’ names, last known addresses, and social
26 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
27 possible discrepancies.

28 6. As part of the preparation for mailing the class notice, ILYM Group will process class

1 members' names and addresses against the National Change of Address ("NCOA") database, maintained
2 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
3 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
4 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
5 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
6 address provided by Defendant for mailing the class notice.

7 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM Group
8 will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will
9 promptly remail the class notice.

10 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific date
11 for the deadline so that all class members will be apprised of exactly when all applicable forms will be
12 due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an
13 objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and
14 name of those individuals who filed a timely opt-opt, dispute or objection.

15 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the case
16 EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with administering tasks
17 including but not limited to overview and reconciliation of account; (c) calculating the individual
18 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
19 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
20 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
21 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
22 **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

23 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
24 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
25 with the administration of this settlement are: **\$10,850.00**.

26 ///

1 I declare, under penalty of perjury under the laws of the United States of America and the State of
2 California that the foregoing is true and correct. Executed this 12th day of August 2026, at Tustin,
3 California.

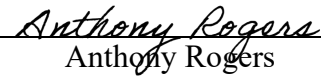
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6 Anthony Rogers

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Helix Electric, Inc. (CA3135)

Wednesday, March 11, 2026

Requesting Attorney:

Brooke Wilkinson Waldrop, Esq.

Blumenthal Nordrehaug Bhowmik De Blouw LLP

brooke@bamlawca.com

858.260.8349

ILYM Group Contact:

Tony Rogers

ILYM Group, Inc.

TRogers@ilymgroup.com

626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	1,953
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$2,911.41
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$6,998.59
Case Conclusion:	\$940.00

Estimated ILYM Fees & Expenses: \$10,850.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Helix Electric, Inc. (CA3135)

Wednesday, March 11, 2026

Requesting Attorney's Name: Brooke Wilkinson Waldrop, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	3	\$450.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$581.41	1	\$581.41
Toll-Free Customer Service Representative	Flat Rate	\$650.00	1	\$650.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$2,911.41

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	1,953	\$1,953.00
USPS First Class 1oz Postage	Per Piece	\$0.75	1,953	\$1,464.75
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	254	\$380.84
Preparation of Taxes	Hourly	\$150.00	4	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$6,998.59

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds	Flat Fee	\$500.00	1	\$500.00
Declaration	Hourly	\$120.00	2	\$240.00

Subtotal \$940.00

Estimated ILYM Fees & Expenses: \$10,850.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.