

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Piya Mukherjee (SBN# 274217)

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 ALAMEDA

LUCILLE SAPIENZA, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

SEQUOIA EQUITIES,
INCORPORATED, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **24CV072391**

**DECLARATION OF PIYA MUKHERJEE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: July 24, 2025

Hearing Time: 2:30 p.m.

Reservation ID: 305498464493

Judge: Hon. Keith Fong

Dept.: 517

Complaint Filed: April 19, 2024

1 I, Piya Mukherjee, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Sequoia Equities, Incorporated, (“Defendant”) is attached as Exhibit #1. On
10 February 11, 2025, the Parties engaged in a mediation session before mediator Lou Marlin, Esq.
11 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
12 agreement to settle the PAGA claims in this Action which led to the signing of a Memorandum of
13 Understanding.

14 3. The Litigation –

15 (a) PAGA Counsel sent the necessary correspondences to the California Labor and
16 Workforce Development Agency (“LWDA”) on December 12, 2023 and on April 29, 2025, on behalf
17 of Plaintiff Lucille Sapienza, requesting authorization from the LWDA to seek civil penalties as
18 provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations
19 alleged in the PAGA Notice. A true and correct copy of these PAGA Notices are attached hereto as
20 Exhibit #5. The 65-day notice period for the LWDA to notify of its intent to investigate expired on
21 February 15, 2024. On April 19, 2024, Plaintiff filed a Representative Action Complaint in this Court
22 against Defendant alleging a cause of action for recovery of civil penalties for Violation of the PAGA
23 [Labor Code §§ 2698, et seq.].

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

6 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is
7 liable for miscalculating overtime rate by failing to include non-discretionary quarterly bonuses in the
8 calculation which was paid out 310 times by Defendant. Plaintiff also argued that the following
9 remunerations were not fully incorporated in the regular rate for paying sick pay and meal premiums:
10 Housing (484 payments), Lodging (479 payments), Leasing Bonus (309 payments), Fringe (181
11 payments), Bonus (60 payments), Anniver Bonus (7 payments). Approximately 74.3% of the
12 Aggrieved Employees and 22.3% of pay periods have unpaid sick pay as a result of the alleged
13 miscalculation of the regular rate. The waiting time penalties attributed to these violations alone were
14 in excess of \$19,000.

15 Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to perform
16 work off the clock without providing regular or overtime wages for those additional hours worked.
17 Specifically, Plaintiff stated that she was routinely contacted during non-working hours to assist with
18 after hour emergencies. Plaintiff further alleged that she and the Aggrieved Employees were also
19 provided with communication devices that they were required to have on and respond to at all times.
20 Plaintiff further alleged that she and the other Aggrieved Employees were required to keep cellular
21 phones on causing them to spend meal periods and rest periods "on-call". Additionally and separately
22 from the "on-call" violation, the time punch records for the Aggrieved Employees illustrated 558
23 unique meal period violations for shifts greater than 6 hours in length where no premium payments
24 were provided. Finally, Plaintiff alleged that she and the Aggrieved Employees were required to utilize
25 their personal cellular phones for work-related purposes including, but not limited to, receiving texts
26 and calls from managers regarding maintenance issues and resident issues. Plaintiff and the Aggrieved
27 Employees were not reimbursed by Defendant for the costs associated with the use of their cellular
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1 phones. Defendant denied all of these claims, contended that it enforced lawful policies, and contended
2 it fully complied with the California Labor Code

3 (c) On February 11, 2025, the Parties engaged in an all-day mediation session before
4 mediator Lou Marlin, a respected and experienced mediator knowledgeable of both the wage and hour
5 laws and representative claims at issue in this action. Through arms-length negotiations with the
6 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
7 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
8 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
9 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
10 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential
11 defenses, and the significant delay and potential appellate issues inherent to litigation – and was
12 reached after extensive arm’s length negotiations, with the assistance of mediator Lou Marlin.

13 (d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately
14 settle Plaintiff’s individual claims for alleged Wrongful Termination and Retaliation pursuant to
15 separate confidential Individual Settlement Agreement (“Individual Settlement”) (Agreement at ¶
16 5.1.2). The individual claims are not at issue in this action and exist independent and apart from the
17 PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the
18 “[s]ettlement of individual claims does not strip an Aggrieved Employee of standing, as the state’s
19 authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.) The Gross
20 PAGA Settlement Amount does not include the Plaintiff’s separate individual settlement for alleged
21 individual non-PAGA Wrongful Termination and Retaliation claims that have been separately
22 memorialized in a confidential settlement agreement and separately funded by Defendant. (Agreement
23 at ¶ 5.1.2).

24 4. The claim before this Court on this motion is solely the representative claim under
25 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
26 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement at
27 ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
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1 payment in the amount of \$400,000 to resolve the Released PAGA Claims (hereinafter referred to as
2 the “PAGA Settlement”). From this Gross PAGA Settlement Amount of \$400,000, there is a deduction
3 of attorneys’ fees (“PAGA Counsel Fees Payment”) up to \$133,333 (which is one-third of the PAGA
4 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
5 amount not to exceed \$25,000, a service award of \$15,000 (“Service Award”) and Settlement
6 Administration Costs (“Administration Expenses Payment”) not to exceed \$6,000. (Agreement at
7 ¶¶3.2.1-3.2.4). After these deductions, the amount remaining is the “PAGA Payment”, which is
8 estimated to be no less than \$220,667. Of the PAGA Payment amount, seventy-five percent (75%) (no
9 less than \$165,500.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
10 than \$55,166.75) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). This 75/25 allocation
11 is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019),
12 and the prior 75/25 split still applies because this Action was filed before June 2024. See Cal. Lab Code
13 § 2699 (v) (2024).

14 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
15 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
16 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
17 The PAGA Period is the time period from February 14, 2023 through April 12, 2025, subject to
18 paragraph 8 of the Agreement. (Agreement at ¶1.23). For mediation, Defendant represented that there
19 are approximately 432 Aggrieved Employees who worked approximately 11,267 pay periods during
20 the PAGA Period. (Mukherjee Decl. ¶¶4,14(b)(c)); Agreement at ¶4.1).

21 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,
22 the Released Parties shall be entitled to a release from the Aggrieved Employees, the State of California
23 and the LWDA for any “Released PAGA Claims”, which means all claims for PAGA penalties that
24 were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the
25 Operative Complaint and any amendments, and the PAGA Notices submitted by Plaintiff to the
26 LWDA, which occurred during the PAGA Period, including: (1) failure to pay minimum wages; (2)
27 failure to pay overtime wages; (3) failure to pay or provide sick pay; (4) failure to pay or provide
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1 vacation pay; (5) failure to provide legally required meal periods; (6) failure to provide legally required
2 rest periods; (7) failure to provide accurate wage statements; (8) failure to pay reporting time wages;
3 (9) failure to pay wages timely during employment; (10) waiting time penalties; (11) failure to
4 reimburse business expenses; (12) unlawful deductions; and (13) failure to provide suitable seating.
5 (collectively the "Released PAGA Claims"). (Agreement at ¶5.2). The Released PAGA Claims
6 expressly excludes all other claims, including Plaintiff's Individual Settlement which is subject to a
7 separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment
8 and Housing Act, unemployment insurance, disability, social security, workers' compensation, and
9 California class claims, and PAGA claims outside of the PAGA Period. (*Id.*)

10 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable and
11 therefore should be approved in light of Defendant's potential defenses to the violations at issue, the
12 risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$400,000
13 constitutes approximately \$35.50 per pay period. This PAGA Settlement amount compares favorably
14 to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that
15 the maximum amount of statutory PAGA civil penalties was potentially \$1,126,700 based on 11,267
16 pay periods applicable to the Aggrieved Employees during the PAGA Period.¹ (Declaration of
17 Mukherjee, at ¶¶5,14(b)-(c)). Importantly, however, these calculations were performed at the
18 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
19 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
20 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
21 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*,
22 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided
23 for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$1,126,700 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 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 amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
2 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
3 penalties would be only \$56,335, which is far less than this settlement provides.

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

6 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
7 amount of \$133,333 representing one-third of the \$400,000 Gross PAGA Settlement Amount. The
8 attorneys' fees will be paid fully Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment of
9 attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors. First,
10 the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
11 \$400,000, and this result justifies the requested fees equal to one third of this recovery. This percentage
12 is within the standard contingent recovery percentage of one-third, and this percentage is what was
13 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
14 (2016). Second, the fee award is justified by the work performed and contributions to the case. The
15 fee award is equivalent to PAGA Counsel's current lodestar of \$63,321.25 with a reasonable positive
16 multiplier of 2.1, with significant additional work to be performed. As detailed in the accompanying
17 billing statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the
18 current lodestar for my firm in this court matter as of June 27, 2025, is \$63,321.25 for more than 100
19 hours of work prosecuting the claims being resolved by this Settlement. This time does not include
20 time incurred after the billing was finalized and the time spent managing the completion of the
21 settlement, which I estimate will add another \$20,000 in additional lodestar. Third, the consideration
22 of the enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar
23 by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the
24 novelty and difficulty of the issues involved. Here, where an enhancement would be warranted, but
25 the fee award is less than the lodestar, there can be no question of the reasonableness of the award.

26 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
27 Counsel, which currently are \$19,433.32 which is less than the \$25,000 allocation for costs in the
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1 Agreement, so the difference of \$5,566.68 will be added to the PAGA Payment amount. The litigation
2 expenses incurred by BNBD total \$19,433.32 and were all reasonably necessary to the litigation. The
3 specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

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5 Experience and Qualifications

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

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

27 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
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1 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
2 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
3 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
4 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
5 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
6 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
7 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
8 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
9 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
10 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
11 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
12 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
13 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
14 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
15 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
16 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
17 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
18 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
19 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
20 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
21 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
22 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
23 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
24 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
25 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
26 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
27 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
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1 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
2 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
3 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
4 negotiated, and which courts have approved.

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

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

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

17
18 11. LWDA - The PAGA Notices sent to the LWDA are attached hereto as Exhibit #5 and
19 Exhibit #6. In addition, the LWDA is being served with this motion which includes the Agreement, as
20 verified in the proof of service.

21
22 12. Settlement Administration – ILYM Group, Inc., ("ILYM") was selected as the
23 Settlement Administrator based upon their estimate. We obtained estimates from Apex Class Action
24 Administration ("APEX"), and ILYM using the same criteria. The ILYM estimate provides for
25 Administration Expenses in the amount of \$4,950. The APEX estimate was \$6,500. As a result, the
26 lowest bid from ILYM was selected by the Parties. A Declaration from ILYM is submitted in support
27 of this motion which addresses their qualifications and their estimate as Exhibit #7.
28

1
2 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
3 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.
4

5 14. PAGA Penalties Valuation

6 (a) Plaintiff's theory of PAGA liability as argued at mediation alleged that
7 Defendant is liable for miscalculating overtime rate by failing to include non-discretionary quarterly
8 bonuses in the calculation which was paid out 310 times by Defendant. Plaintiff also argued that the
9 following remunerations were not fully incorporated in the regular rate for paying sick pay and meal
10 premiums: Housing (484 payments), Lodging (479 payments), Leasing Bonus (309 payments), Fringe
11 (181 payments), Bonus (60 payments), Anniver Bonus (7 payments). Approximately 74.3% of the
12 Aggrieved Employees and 22.3% of pay periods have unpaid sick pay as a result of the alleged
13 miscalculation of the regular rate. The waiting time penalties attributed to these violations alone were
14 in excess of \$19,000.

15 Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to perform
16 work off the clock without providing regular or overtime wages for those additional hours worked.
17 Specifically, Plaintiff stated that she was routinely contacted during non-working hours to assist with
18 after hour emergencies. Plaintiff further alleged that she and the Aggrieved Employees were also
19 provided with communication devices that they were required to have on and respond to at all times.
20 Plaintiff further alleged that she and the other Aggrieved Employees were required to keep cellular
21 phones on causing them to spend meal periods and rest periods "on-call". Additionally and separately
22 from the "on-call" violation, the time punch records for the Aggrieved Employees illustrated 558
23 unique meal period violations for shifts greater than 6 hours in length where no premium payments
24 were provided. Finally, Plaintiff alleged that she and the Aggrieved Employees were required to utilize
25 their personal cellular phones for work-related purposes including, but not limited to, receiving texts
26 and calls from managers regarding maintenance issues and resident issues. Plaintiff and the Aggrieved
27 Employees were not reimbursed by Defendant for the costs associated with the use of their cellular
28

1 phones. Defendant denied all of these claims, contended that it enforced lawful policies, and contended
2 it fully complied with the California Labor Code. On February 11, 2025, the Parties engaged in an all-
3 day mediation session before mediator Lou Marlin.

4 (b) For mediation, Defendant represented that there are approximately 432 Aggrieved
5 Employees who collectively worked approximately 11,267 pay periods during the PAGA Period as
6 such there were 11,267 potential violations.

7 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
8 statutory PAGA civil penalties was potentially \$1,126,700 based on 11,267 pay periods applicable to
9 the Aggrieved Employees during the PAGA Period.²

10 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
11 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
12 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
13 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
14 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$56,335, which is far less
15 than this settlement provides.

16 (e) Plaintiff believes that under the new standard announced by the California Supreme
17 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
18 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
19 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
20 were intentional or knowing as those terms are used in the Labor Code.

21 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
22 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
23 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
24

25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$1,126,700 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 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 amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 argue that the violations are because of a change in law, and not any intentional or knowing violation
2 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
3 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
4 unnecessary.

5 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
6 suffered a violation for each period the employee worked in relation to meal or rest period violations,
7 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
8 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
9 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
10 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
11 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
12 which are resolved by the Agreement. Defendant has maintained and offered information supporting
13 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
14 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
15 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
16 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
17 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
18 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
19 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
20 attorneys believe that the PAGA Settlement is fair and reasonable.

21 15. Service Award - In the Agreement at paragraph 1.27, "Service Award" means the
22 service payment made to the Plaintiff in order to compensate him for initiating the Action, performing
23 work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the
24 release individual PAGA claims by the Plaintiff. Plaintiff request the Service Award of \$15,000, as
25 recognition for Plaintiff's efforts in securing this Settlement for the benefit of the Aggrieved
26 Employees and the LWDA. The Agreement provides for service awards as the named Plaintiff not
27 only served as the representative for these claims, but also is justified in light of the reputational risk
28

1 that Plaintiff assumed by litigating claims against a former employer. *See Billingshausen v. Tractor*
2 *Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal detriment” upon testimony
3 that future employers can easily learn that a prospective employee served as a plaintiff through the
4 internet); *see also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS
5 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is
6 searchable on the internet and may become known to prospective employers when evaluating the
7 person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties,
8 [representative Plaintiffs] merit recognition for assuming the risk of such for the sake of absent
9 [parties].”).

10 Employers commonly screen employee candidates to determine whether they have ever filed
11 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
12 process. In fact, an entire industry has developed for providing employers with background
13 information on employee candidates. By bringing this action against an employer, Plaintiff has
14 assumed considerable reputational risk that may impact his ability to find employment in the future.
15 *La Fleur v. Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal.
16 June 25, 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the
17 lawsuit will harm their future job prospects in the industry).

18 Moreover, the separate settlement payment is reasonable because Plaintiff “remained fully
19 involved and expended considerable time and energy during the course of the litigation.” *See In re*
20 *Toys ‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiff devoted his time and
21 effort toward assisting his attorneys with the prosecution of the claims, and assisted counsel with
22 finalizing the settlement. Service awards are regularly awarded in this amount. *See e.g. Andrews v.*
23 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
24 requested service awards of \$15,000 each are appropriate).

25 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiff to receive a modest
26 additional payment from the settlement as a “bounty” for their special effort in vindicating the State’s interests
27 by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative action is therefore a type
28

1 of qui tam action.”); *see also* *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 500
2 (2012) (“The person who brings the qui tam action, called the ‘relator,’ stands in the shoes of the People of the
3 State of California, who are deemed to be the real party in interest . . . The relator in a qui tam action under
4 section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a
5 bounty.”) (internal citations omitted).

6 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
7 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose
8 and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only
9 means of inducing such private parties to come forward with their information.”) (internal quotations
10 omitted). This is especially important in this context, as “the lack of government resources to enforce
11 the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned
12 to detect and prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the
13 incentive payment, fewer employees would be willing to step forward, and PAGA’s primary
14 purpose—enforcement of the Labor Code—would be substantially undermined.

15 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
16 Amount of \$400,000, the Agreement provides for the accompanying Proposed Order and Judgment to
17 be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
18 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
19 claims of the Aggrieved Employees are being affected or released.

20 27. The release of claims for PAGA penalties appears in the Agreement at paragraph 5.2.
21 The release makes clear that it binds only the named Plaintiff and the State of California. The
22 “Released Parties” are limited to “Defendant and each of its past and former insurers, brands, concepts,
23 affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, owners,
24 officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-
25 attorney, and any individual or entity that could be jointly liable with Defendant.”. (Agreement at
26 ¶1.26). The release at paragraph 5.2 is appropriately limited to “all claims for PAGA penalties that
27 were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the
28

1 Operative Complaint and any amendments, and the PAGA Notices submitted by Plaintiff to the
2 LWDA, which occurred during the PAGA Period, including: (1) failure to pay minimum wages; (2)
3 failure to pay overtime wages; (3) failure to pay or provide sick pay; (4) failure to pay or provide
4 vacation pay; (5) failure to provide legally required meal periods; (6) failure to provide legally required
5 rest periods; (7) failure to provide accurate wage statements; (8) failure to pay reporting time wages;
6 (9) failure to pay wages timely during employment; (10) waiting time penalties; (11) failure to
7 reimburse business expenses; (12) unlawful deductions; and (13) failure to provide suitable seating.”

8 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved
9 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
10 Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient, Legal Aid
11 at Work, a nonprofit organization or foundation consistent with Code of Civil Procedure Section
12 384(b).

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 27th day of June 2025, at La Jolla, California.

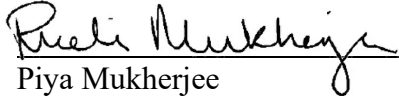
15 
16 Piya Mukherjee

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Lucille Sapienza (“Plaintiff”) and defendant Sequoia Equities, Incorporated (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lucille Sapienza v. Sequoia Equities, Incorporated* (Case No. 24CV072391) initiated on April 19, 2024 and pending in Superior Court of the State of California, County of Alameda.
- 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 in California and classified as a non-exempt employee at any time 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, 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 Alameda.

- 1.9. “Defendant” means named defendant Sequoia Equities, Incorporated.
- 1.10. “Defense Counsel” means Jesse C. Ferrantella and Cameron O. Flynn of Ogletree, Deakins, Nash, Smoak & Stewart, PC.
- 1.11. “Effective Date” means the date on which the Approval Order is signed by the Court and Judgment is entered.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$400,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administrator Expenses.
- 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 and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, 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 Lucille Sapienza’s December 12, 2023 letter and April 29, 2025 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, Service Award 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 February 14, 2023 through April 12, 2025, subject to Paragraph 8 below.
- 1.24. “Plaintiff” means Lucille Sapienza, 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 5.2 below.
- 1.26. “Released Parties” means Defendant and each of its past and former insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, owners, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 1.27. “Service Award” means the service payment made to the Plaintiff in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On April 19, 2024, Plaintiff 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.*]. On May 14, 2025, Plaintiff filed a stipulation for leave to file a First Amended Complaint. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On February 11, 2025, the Parties participated in an all-day mediation presided over by Lou Marlin, Esq. which led to this Agreement to settle the Action. 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. 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.
- 2.5. 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 \$400,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Award, 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 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 \$133,333 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. 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. 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.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,000 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 \$6,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$220,667 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$165,500.25) allocated to the LWDA PAGA Payment and 25% (no less than \$55,166.75) 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.

- 3.2.4 To Plaintiff: Plaintiff shall request from the Court a Service Award payment in the amount of \$15,000.00 in exchange for a general release of claims against the Released Parties. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service Award is approved for less than \$15,000.00 to the Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to the Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 432 Aggrieved Employees who worked a total of 11,267 PAGA Pay Periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within twenty-one (21) calendar days of the Effective Date, 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 thirty (30) calendar days after the Effective Date.

- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) 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, the Service Award 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 Legal Aid at Work, a nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties, PAGA 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, the Aggrieved Employees, the LWDA and the State of California will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In addition to the claims released under Sections 5.2 and 5.3 below Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or Plaintiff's Individual Settlement Payment which is subject to a separate release, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.1.2 Plaintiff's Separate Claims. Pursuant to a separate Confidential Settlement Agreement, in addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately pay Plaintiff to resolve her remaining claims ("Individual Settlement"). The Individual Settlement will be paid by the Settlement Administrator. The Individual Settlement is made in exchange for a general release of all individual claims arising out of employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code section 1542.

5.2 Release by Aggrieved Employees, the LWDA, and the State of California:

All Aggrieved Employees, the State of California and the LWDA are deemed to release 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 and allegations stated in the Operative Complaint and any amendments, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay or provide sick pay; (4) failure to pay or provide vacation pay; (5) failure to provide legally required meal periods; (6) failure to provide legally required rest periods; (7) failure to provide accurate wage statements; (8) failure to pay reporting time wages; (9) failure to pay wages timely during employment; (10) waiting time penalties; (11) failure to reimburse business expenses; (12) unlawful deductions; and (13) failure to provide suitable seating. The Released PAGA Claims expressly excludes all other claims, including Plaintiff’s Individual Settlement which is subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period. There shall be no right to opt out of the PAGA Settlement, consistent with California law.

5.3 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 PAGA Notice, 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 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, 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.

6.2 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 Preliminary Approval to the Administrator.

6.3 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

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 432 Aggrieved Employees who worked 11,267 Pay Periods during the PAGA Period. In the event the actual number of PAGA Pay Periods escalate beyond 10% more than 11,267 (i.e., 12,394 pay periods), the Gross PAGA Settlement Amount will be increased proportionally. For example, if the number of 11% higher, the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release end date in order to stay within the 10% cushion.

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 or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and 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 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Louis Marlin, 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 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, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 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 discovery, 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 and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA 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
 Aparajit Bhowmik
 aj@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: OGLETREE, DEAKINS, NASH, SMOAK & STEWART
 Jesse C. Ferrantella
 jesse.ferrantella@ogletree.com
 Cameron O. Flynn

cameron.flynn@ogletreedeakins.com

4660 La Jolla Village Drive, Suite 900

San Diego, CA 92122

Phone: (858) 652-3100

Facsimile: (858) 652-3101

- 10.16 Execution in Counterparts. This Settlement 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. 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.

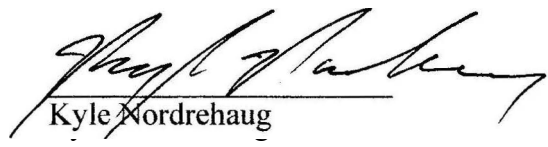
11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/21/2025 
Lucille A Sapienza (May 21, 2025 18:07 PDT)
Plaintiff Lucille Sapienza

Dated: _____

[name]
For Defendant Sequoia Equities, Incorporated

Dated: 5/27/25 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Jesse C. Ferrantella
Ogletree, Deakins, Nash, Smoak & Stewart, PC
Attorneys for Defendant

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Lucille Sapienza

Dated: 21-May-2025

DocuSigned by:

B80CC55AD8E47A

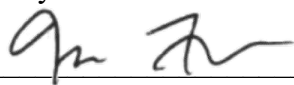
Enrica Suson [name]

For Defendant Sequoia Equities, Incorporated

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: May 27, 2025



Jesse C. Ferrantella
Ogletree, Deakins, Nash, Smoak & Stewart, PC
Attorneys for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 06/27/2025
Due On: 07/27/2025

Lucille Sapienza
2091 S Ramitas Way (updated 3/10/25)
Palm Springs, CA 92264

CA3056

Sequoia Equities

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	04/18/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	04/19/2024	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
RE	04/19/2024	Draft summons & civil case cover sheet re PAGA only action	0.50	\$675.00	\$337.50
RE	04/19/2024	Review & finalize PAGA only complaint package; file in Alameda Sup. Ct.	0.75	\$675.00	\$506.25
RE	04/19/2024	Review court-returned docs re PAGA action; review docket; memo to firm re judicial/dept. assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	04/22/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	05/07/2024	Various corresp. w OPC re service of process via NAR; prep docs for service of process; draft NAR; email to OPC w service docs; instruct staff to mail hard copies per code	0.75	\$675.00	\$506.25
RE	06/07/2024	File proof of service of summons w/executed NAR re PAGA action; memo to firm re post service written discovery	0.75	\$675.00	\$506.25
GG	07/22/2024	Draft discovery shells, set one (1)	1.50	\$250.00	\$375.00
PM	07/23/2024	Review draft discovery requests; review case	2.50	\$750.00	\$1,875.00

		documents and legal and factual claims.			
CJ	08/02/2024	Research case and claims, review LWDA, review case notes	1.00	\$550.00	\$550.00
CJ	08/02/2024	Revise Set One discovery packet	1.00	\$550.00	\$550.00
GG	08/05/2024	Finalize and serve Disc. requests, set one. Circulate, Update internal spreadsheet.	0.80	\$250.00	\$200.00
GG	08/05/2024	Organize, and bate no. clients documents.	0.30	\$250.00	\$75.00
CJ	08/05/2024	Analyze client communication adn documents sent, correspond with plaintiff	1.00	\$550.00	\$550.00
SB	08/22/2024	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
GG	08/26/2024	Finalize, file, serve CMC statement in PAGA action.	0.40	\$250.00	\$100.00
CJ	08/26/2024	Correspond with Plaintiff	0.50	\$550.00	\$275.00
CJ	08/26/2024	Research case posture, review claims, review case notes, evaluate status of documents in file, draft CMC Statement for filing	1.50	\$550.00	\$825.00
GG	09/03/2024	Review email re mediation confirmation, and send email with service list.	0.20	\$250.00	\$50.00
AR	09/03/2024	Review file for status of mediation; draft follow up correspondence regarding stipulation.	0.30	\$550.00	\$165.00
GG	09/04/2024	Check ROA re upcoming CMC to confirm date and time, add to events email for upcoming week.	0.10	\$250.00	\$25.00
GG	09/06/2024	ROA Check and add remote appearance information for upcoming CMC, and circulate email to team with tentative/remote appearances. Email CJ to update calendar.	0.20	\$250.00	\$50.00
AR	09/06/2024	Review and outline CMC statement in advance of CMC; receive and review order; draft follow up correspondence.	0.60	\$550.00	\$330.00
GG	09/09/2024	Draft stipulation to stay action pending mediation.	0.90	\$250.00	\$225.00
PM	09/09/2024	Review legal and factual claims and analyze re mediation; review and revise draft stip to stay pending mediation.	1.00	\$750.00	\$750.00
AR	09/09/2024	Multiple correspondence regarding stipulation to stay matter; correspondence regarding arbitration agreement.	0.50	\$550.00	\$275.00
AR	09/09/2024	Review file and docket for status; draft stipulation and proposed order to stay matter; draft follow up correspondence.	1.50	\$550.00	\$825.00

AR	09/10/2024	Receive and review further revisions to stipulation; finalize and submit for filing.	0.60	\$550.00	\$330.00
AR	09/10/2024	Multiple correspondence with opposing counsel and department regarding stipulation; draft correspondence regarding calendaring.	0.40	\$550.00	\$220.00
CJ	09/18/2024	Review status of case and claims, evaluate mediation dates and deadlines, advise GG re correspondence needed	0.50	\$550.00	\$275.00
GG	09/24/2024	Review complaint/file and draft mediation data and doc request, sent to CJ for review	0.80	\$250.00	\$200.00
CJ	09/27/2024	Review and revise mediation demand, finalize and sent to AJB	0.50	\$550.00	\$275.00
CJ	09/30/2024	Review, finalize and serve mediation demand	0.50	\$550.00	\$275.00
AR	10/10/2024	Review docket for status of stipulation; draft follow up correspondence.	0.30	\$550.00	\$165.00
GG	01/29/2025	Reviewed clients documents, organized, bates numbered, and saved.	0.80	\$250.00	\$200.00
CJ	02/03/2025	Prepare for T/c with Plaintiff, review file and documents served by Def	1.00	\$550.00	\$550.00
CJ	02/03/2025	T/c with Plaintiff, draft Case Analysis	1.50	\$550.00	\$825.00
CJ	02/03/2025	Revise Case Notes and Chart, pull exhibits and annotate re policies	1.50	\$550.00	\$825.00
CJ	02/03/2025	Prepare template for brief	1.00	\$550.00	\$550.00
CJ	02/03/2025	Draft fact section in brief, analyze exhibits for incorporation	2.00	\$550.00	\$1,100.00
CJ	02/04/2025	Continue working with expert on charts, review claims and defenses	1.00	\$550.00	\$550.00
CJ	02/04/2025	T/c with Plaintiff	1.00	\$550.00	\$550.00
CJ	02/04/2025	Continue drafting facts and law re WT and off the clock	2.00	\$550.00	\$1,100.00
CJ	02/05/2025	Draft revisions to mediation brief, evaluate Expert analysis incorporate into brief	2.00	\$550.00	\$1,100.00
SB	02/10/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
AB	02/11/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
AR	02/11/2025	Multiple correspondence with AB regarding mediation data request; receive and review correspondence regarding mediator's proposal.	0.40	\$550.00	\$220.00

SB	02/11/2025	Attend mediation	8.00	\$450.00	\$3,600.00
AB	02/18/2025	Review/analyze corr from mediator re settlement. Draft MOU.	3.00	\$895.00	\$2,685.00
CJ	02/21/2025	Research Joint report requirements, review prior orders and status of mediation	0.50	\$550.00	\$275.00
CJ	02/25/2025	Review case and claims, evaluate prior orders, review status of settlement	1.00	\$550.00	\$550.00
CJ	02/25/2025	Draft Joint Report, finalize and sent to OPC for filing	1.00	\$550.00	\$550.00
GG	03/14/2025	Reviewed ROA and calendar to confirm upcoming CMC date and time, added entry to events email.	0.10	\$250.00	\$25.00
PM	03/31/2025	Review MOU and status of action; strategize re settlement agreement.	1.00	\$750.00	\$750.00
PM	04/04/2025	Review MOU; review docket and upcoming dates and deadlines; strategize re long form PAGA agreement.	1.00	\$750.00	\$750.00
PM	04/09/2025	Review MOU and analyze; draft long form settlement agreement.	3.00	\$750.00	\$2,250.00
PM	04/24/2025	Review MOU; review and revise draft settlement agreement; draft amended PAGA letter; draft amended complaint.	4.00	\$750.00	\$3,000.00
GG	04/29/2025	Reviewed email thread from PM re LWDA notice, uploaded Amended PAGA letter, saved confirmation, circulated via court docs and saved to file.	0.40	\$250.00	\$100.00
PM	05/01/2025	Review and revise PAGA settlement agreement; review and revise individual settlement agreement; correspond with defense counsel re the same.	1.50	\$750.00	\$1,125.00
PM	05/08/2025	Review draft amended complaint; draft stipulation for leave to file amended complaint.	1.00	\$750.00	\$750.00
GG	05/09/2025	Reviewed email from PM re settlement agreement and Motion for prelim. approval, searched ROA re case info and clerk's notes re requesting dates, called clerk and followed up with VM requesting dates.	0.30	\$250.00	\$75.00
GG	05/14/2025	Finalized, filed, served stipulation and proposed order to file FAC	0.60	\$250.00	\$150.00
GG	05/16/2025	Reviewed notification re filed stipulation, downloaded order, saved to file, circulated for calendaring, and updated stipulations list.	0.30	\$250.00	\$75.00
GG	05/16/2025	Reviewed email re scheduling motion for prelim.	0.40	\$250.00	\$100.00

approval of PAGA settlement, contacted clerk, sent follow up emails. Reserved motion hearing date, saved confirmation, and circulated dates for calendaring.

PM	05/16/2025	Review and finalize long form settlement agreement and individual agreement.	1.00	\$750.00	\$750.00
PM	06/02/2025	Review final agreement; strategize re PAGA approval motion drafting.	0.50	\$750.00	\$375.00
PM	06/06/2025	Review status of settlement agreement finalization and strategize re the same.	0.25	\$750.00	\$187.50
CJ	06/16/2025	Research status of CMC and status of claims	0.50	\$550.00	\$275.00
PM	06/18/2025	Draft PAGA approval motion; review settlement agreement; draft proposed order and judgment.	4.00	\$750.00	\$3,000.00
KN	06/20/2025	Review draft motion and proposed order; review status and next steps; advise PM	1.00	\$950.00	\$950.00
PM	06/20/2025	Review draft PAGA approval motion.	0.50	\$750.00	\$375.00
PM	06/26/2025	Draft declaration in support of PAGA approval motion; prepare exhibits for supporting declaration; draft client declaration.	5.00	\$750.00	\$3,750.00
KN	06/27/2025	Review revisions to motion; review final billing; advise staff	1.00	\$950.00	\$950.00
PM	06/27/2025	Finalize PAGA approval motion and supporting documents for filing.	4.00	\$750.00	\$3,000.00

Quantity Subtotal 100.7

Services Subtotal \$63,321.25

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	12/12/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	04/19/2024	Onelegal/Court Fees	1.00	\$470.38	\$470.38
Expense	06/10/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	06/10/2024	One Legal/Court Fees	1.00	\$22.55	\$22.55
Expense	08/26/2024	One Legal filing fee	1.00	\$22.55	\$22.55
Expense	09/04/2024	Mediation Fees- Lou Marlin.	1.00	\$9,000.00	\$9,000.00
Expense	02/20/2025	Expert Fees - Berger Consulting	1.00	\$9,685.00	\$9,685.00
Expense	05/15/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$46.36	\$46.36

Expense	06/27/2025	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$19,433.32

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	11.0	\$895.00	\$9,845.00
Scott Blumenthal	13.6	\$450.00	\$6,120.00
Ricardo Ehmann	8.65	\$675.00	\$5,838.75
Charlotte James	22.5	\$550.00	\$12,375.00
Piya Mukherjee	30.25	\$750.00	\$22,687.50
Kyle Nordrehaug	2.0	\$950.00	\$1,900.00
Andrew Ronan	4.6	\$550.00	\$2,530.00
Gerardo Galaviz	8.1	\$250.00	\$2,025.00
Quantity Total			100.7
Subtotal			\$82,754.57
Total			\$82,754.57

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/27/2025	\$82,754.57	\$0.00	\$82,754.57
Outstanding Balance				\$82,754.57
Total Amount Outstanding				\$82,754.57

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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)

* $i_c \frac{1}{2}$ Years Out of Law School $i_c \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_c \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_c \frac{1}{2}$ 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 $i_c \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_c \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_c \frac{1}{2}$ 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**

**December 12, 2023
CA3056**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Sequoia Equities, Incorporated
Certified Mail #9589071052701316528223
MELINDA PEDERSEN
1777 BOTELHO DRIVE SUITE 300
WALNUT CREEK, CA 94596**

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 Violation 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 Sequoia Equities, Incorporated in California, including any employees staffed with Sequoia Equities, Incorporated by a third party, and classified as non-exempt employees during the time period of December 12, 2022 until a date as determined by the Court. Our offices represent Plaintiff Lucille Sapienza (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Sequoia Equities, Incorporated (“Defendant”). Plaintiff was employed by Defendant in California from December of 2021 to July 24, 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid

duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF ALAMEDA**

9
10 LUCILLE SAPIENZA, on behalf of the State of
California, as a private attorney general,

11
12 Plaintiff,

13 vs.

14 SEQUOIA EQUITIES, INCORPORATED, a
15 California Corporation; and DOES 1 through
50, inclusive,

16 Defendants.
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Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

1 Plaintiff Lucille Sapienza (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against Sequoia Equities, Incorporated (referred
8 to as “DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
10 does **not seek to recover anything other than penalties as permitted by California Labor**
11 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on
15 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 THE PARTIES

24 4. DEFENDANT is a corporation that at all relevant times mentioned herein
25 conducted and continues to conduct substantial business in California.

26 5. DEFENDANT provides property management services in California.

27 6. PLAINTIFF was employed by DEFENDANT in California from December of
28 2021 to July 24, 2023. PLAINTIFF was at all times classified by DEFENDANT as a non-

1 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
2 periods and payment of minimum and overtime wages due for all time worked.

3 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, brings this Representative Action on behalf of the State of California with respect to herself
6 and all individuals who are or previously were employed by DEFENDANT in California,
7 including any employees staffed with DEFENDANT by a third party, and classified as non-
8 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of November 30,
9 2022 until a date as determined by the Court (the "PAGA PERIOD").

10 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES
11 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
12 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
13 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
14 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
15 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
16 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the
17 applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
18 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

19 9. The true names and capacities, whether individual, corporate, subsidiary,
20 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
21 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
22 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
23 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
24 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
25 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
26 50, inclusive, are responsible in some manner for one or more of the events and happenings
27 that proximately caused the injuries and damages hereinafter alleged.
28

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

THE CONDUCT

11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19

1 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
2 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
3 wage compensation, and off-duty meal breaks by working without their time being correctly
4 recorded and without compensation at the applicable rates. DEFENDANT's policy and
5 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
6 evidenced by DEFENDANT's business records.

7 12. State law provides that employees must be paid overtime and meal and rest
8 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
9 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
10 tied to specific elements of an employee's performance.

11 13. The second component of PLAINTIFF's and the AGGRIEVED
12 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
13 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
14 performance for DEFENDANT. The non-discretionary incentive program provided all
15 employees paid on an hourly basis with incentive compensation when the employees met the
16 various performance goals set by DEFENDANT. However, when calculating the regular
17 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
18 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
19 compensation as part of the employees' "regular rate of pay" for purposes of calculating
20 overtime pay and meal and rest break premium pay. Management and supervisors described
21 the incentive program to potential and new employees as part of the compensation package.
22 As a matter of law, the incentive compensation received by PLAINTIFF and the
23 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
24 do so has resulted in a underpayment of overtime compensation and meal and rest break
25 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

26 14. As a result of their rigorous work schedules, PLAINTIFF and the
27 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
28 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

1 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
2 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
3 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
4 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
5 which these employees were required by DEFENDANT to work ten (10) hours of work.
6 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
7 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
8 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
9 and in accordance with DEFENDANT's corporate policy and practice.

10 15. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES were also required from time to time to work in excess of four (4) hours
12 without being provided ten (10) minute rest periods. Further, these employees were denied
13 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
14 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
15 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
16 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
17 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
18 also not provided with one hour wages in lieu thereof. Additionally, the applicable
19 California Wage Order requires employers to provide employees with off-duty rest periods,
20 which the California Supreme Court defined as time during which an employee is relieved
21 from all work related duties and free from employer control. In so doing, the Court held that
22 the requirement under California law that employers authorize and permit all employees to
23 take rest period means that employers must relieve employees of all duties and relinquish
24 control over how employees spend their time which includes control over the locations
25 where employees may take their rest period. Employers cannot impose controls that prohibit
26 an employee from taking a brief walk - five minutes out, five minutes back. Here,
27 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
28 unconstrained walks and is unlawful based on DEFENDANT's rule which states

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

3 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
7 all time worked, meaning the time during which an employee was subject to the control of
8 an employer, including all the time the employee was permitted or suffered to permit this
9 work. DEFENDANT required these employees to work off the clock without paying them
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeited time worked by working without their time being accurately
14 recorded and without compensation at the applicable minimum wage and overtime wage
15 rates. To the extent that the time worked off the clock does not qualify for overtime
16 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
17 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
6 lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
7 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

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

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 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.

17 19. DEFENDANT from time to time failed to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
20 wage payments.

21 20. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
27 their base rates of pay.

28 21. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 22. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 24. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
17 to collect or receive from an employee any part of wages theretofore paid by said employer
18 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
19 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
20 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
21 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
22 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
23 pay period and upon termination.

24 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
25 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
26 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28 2802, employers are required to indemnify employees for all expenses incurred in the course

1 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
2 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or her duties, or of his or her
4 obedience to the directions of the employer, even though unlawful, unless the employee, at
5 the time of obeying the directions, believed them to be unlawful."

6 26. In the course of their employment PLAINTIFF and the AGGRIEVED
7 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
8 personal cellular phones as a result of and in furtherance of their job duties as employees for
9 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
10 associated with the use of their personal cellular phones for DEFENDANT's benefit.
11 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
12 DEFENDANT to use their personal cellular phones. As a result, in the course of their
13 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
14 incurred unreimbursed business expenses which included, but were not limited to, costs
15 related to the use of their personal cellular phones all on behalf of and for the benefit of
16 DEFENDANT.

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

23 28. DEFENDANT knew or should have known that PLAINTIFF and other
24 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
25 when it did not interfere with the performance of their duties, and that DEFENDANT did
26 not provide suitable seating and/or did not allow them to sit when it did not interfere with
27 the performance of their duties.
28

1 29. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
2 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
3 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties
4 on behalf of PLAINTIFF and other AGGRIEVED EMPLOYEES as provided herein.
5 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
6 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
7 California Labor Code and regulations promulgated thereunder as herein alleged.

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

1 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
2 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF
3 and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
4 PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary compensation into
5 the waiting time penalty calculations. This failure by DEFENDANT is believed to be the
6 result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation for
7 earned, accrued and vested vacation and holiday time, as well as the corresponding waiting
8 time penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and deceptive
9 practice to the detriment of PLAINTIFF and other AGGRIEVED EMPLOYEES.

10 DEFENDANT's uniform practice and policy of failing to pay the AGGRIEVED
11 EMPLOYEES for all vested vacation and holiday time accumulated at employment
12 termination violated and continues to violate Section 227.3 of the California Labor Code.

13 31. All of the conduct and violations alleged herein occurred during the PAGA
14 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
15 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
16 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
17 2018 AJDAR 12157 (Certified for Publication 12/19/18).

18 19 **JURISDICTION AND VENUE**

20 32. This Court has jurisdiction over this Action pursuant to California Code of
21 Civil Procedure, Section 410.10.

22 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
24 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
25 facilities in this County and/or conducts substantial business in this County, and (ii)
26 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
27 AGGRIEVED EMPLOYEES.

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1 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for
2 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
3 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
4 pursuant to Section 2699 as the proxy of the State of California with respect to all
5 AGGRIEVED EMPLOYEES as herein defined.

6 38. The policies, acts and practices heretofore described were and are an unlawful
7 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
8 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
9 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
10 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
11 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
12 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
13 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2),
14 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
15 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
16 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
17 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
18 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
19 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
20 and the AGGRIEVED EMPLOYEES.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

25
26
27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 1. On behalf of the State of California and with respect to all AGGRIEVED
2 EMPLOYEES:

3 A) Recovery of civil penalties as prescribed by the Labor Code Private
4 Attorneys General Act of 2004; and,

5 B) An award of attorneys' fees and cost of suit, as allowable under the
6 law, including, but not limited to, pursuant to Labor Code §2699.

7 Dated: November 30, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
8 LLP

9
10 By: _____
11 Norman B. Blumenthal
12 Kyle R. Nordrehaug
13 Nicholas J. De Blouw
14
15 *Attorneys for Plaintiff*
16
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22
23
24
25
26
27
28

EXHIBIT #6

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:
piya@bamlawca.com

WRITERS EXT:
1005

April 29, 2025
CA3056

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Sequoia Equities, Incorporated
Certified Mail #9589071052700057737758
c/o Jesse C. Ferrantella
Cameron O. Flynn
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, PC
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122

AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-999386-23

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 Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Lucille Sapienza ("Plaintiff") and other Aggrieved Employees in a lawsuit against Sequoia Equities, Incorporated ("Defendant"). Plaintiff originally sent a PAGA Notice on December 12, 2023 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* This Amended Notice is intended to amend the original PAGA Notice to provide additional information regarding Plaintiff's claims.

"Aggrieved Employees" refers to all individuals who are or previously were employed by Sequoia Equities, Incorporated in California and classified as non-exempt employees during the time period of February 14, 2023 until a date as determined by the Court. Plaintiff was employed by Defendant in California from December of 2021 to July 24, 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including

minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Additionally, Defendant failed to record and pay Plaintiff and other Aggrieved Employees for their time worked booting up their computers, and turning alarms on and off. Defendant also failed to record and pay Plaintiff and other Aggrieved Employees for controlled time spent working on call for the sole benefit of Defendant and failed to record and pay Plaintiff and other Aggrieved Employees for reporting time on all occasions they were required to report to duty outside of their regular shifts and off the clock. As such, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the First Amended 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 amended 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/ Piya Mukherjee
Piya Mukherjee, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

Piya Mukherjee (State Bar #274217)

4 piya@bamlawca.com

2255 Calle Clara

5 La Jolla, CA 92037

Telephone: (858)551-1223

6 Facsimile: (858) 551-1232

Website: www.bamlawca.com

7 Attorneys for Plaintiff

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

9 **IN AND FOR THE COUNTY OF ALAMEDA**

10
11 LUCILLE SAPIENZA, on behalf of the State of
12 California, as a private attorney general,

13
14 Plaintiff,

15 vs.

16 SEQUOIA EQUITIES, INCORPORATED, a
17 California Corporation; and DOES 1 through
50, inclusive,

18 Defendants.

Case No. **24CV072391**

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
218, 221, 226(a), 226.7, 227.3, 246, 510,
512, 558(a)(1)(2), 1194, 1197, 1197.1,
1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 11070(14)
(Failure to Provide Seating), and the
applicable Wage Order(s).

1 Plaintiff Lucille Sapienza (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Sequoia Equities, Incorporated (referred
8 to as “DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
10 does **not seek to recover anything other than penalties as permitted by California Labor**
11 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on
15 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 **THE PARTIES**

24 4. DEFENDANT is a corporation that at all relevant times mentioned herein
25 conducted and continues to conduct substantial business in California.

26 5. DEFENDANT provides property management services in California.

27 6. PLAINTIFF was employed by DEFENDANT in California from December of
28 2021 to July 24, 2023. PLAINTIFF was at all times classified by DEFENDANT as a non-

1 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
2 periods and payment of minimum and overtime wages due for all time worked.

3 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, brings this Representative Action on behalf of the State of California with respect to herself
6 and all individuals who are or previously were employed by DEFENDANT in California and
7 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
8 of February 14, 2023 until a date as determined by the Court (the "PAGA PERIOD").

9
10 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES
11 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
12 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
13 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
14 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
15 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
16 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the
17 applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED
18 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

19 9. The true names and capacities, whether individual, corporate, subsidiary,
20 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
21 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
22 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
23 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
24 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
25 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
26 50, inclusive, are responsible in some manner for one or more of the events and happenings
27 that proximately caused the injuries and damages hereinafter alleged.
28

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

THE CONDUCT

11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19

1 screening prior to clocking into DEFENDANT's timekeeping system for the workday.
2 DEFENDANT also engages in the practice of requiring PLAINTIFF and the AGGRIEVED
3 EMPLOYEES to spend time booting up their work computers and disarming and arming
4 alarm systems off the clock. PLAINTIFF and the AGGRIEVED EMPLOYEES were
5 uniformly provided and required to use communication devices which were to remain "on"
6 at all times as mandated by DEFENDANT. PLAINTIFF and the AGGRIEVED
7 EMPLOYEES were required to respond as needed to communications received on the
8 communication devices including times that they were not clocked in to DEFENDANT'S
9 timekeeping system. As such, when DEFENDANT required PLAINTIFF and the
10 AGGRIEVED EMPLOYEES to report for work by responding to the calls received on the
11 communication devices, but "furnished less than half said employee's usual or scheduled
12 day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay
13 PLAINTIFF and the AGGRIEVED EMPLOYEES for at least two (2) hours' worth of work
14 at their regular rate of pay. In addition, when DEFENDANT required PLAINTIFF and
15 AGGRIEVED EMPLOYEES to respond to and engage in additional work outside of their
16 regular shifts, this resulted in a second reporting for work in a single workday, and
17 Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs.,
18 tit. 8, § 11040, subd. 5(B). As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working
20 without their time being correctly recorded and without compensation at the applicable rates.
21 DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED
22 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

23 12. State law provides that employees must be paid overtime and meal and rest
24 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
25 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
26 tied to specific elements of an employee's performance.

27 13. The second component of PLAINTIFF's and the AGGRIEVED
28 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that

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

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

26 15. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
27 EMPLOYEES were also required from time to time to work in excess of four (4) hours
28 without being provided ten (10) minute rest periods. Further, these employees were denied

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

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

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

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

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

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
5 each subsequent violation, or any willful or intentional violation, two hundred dollars
6 (\$200) for each failure to pay each employee, plus 25 percent of the amount
7 unlawfully withheld.

8 19. DEFENDANT from time to time failed to pay PLAINTIFF and the
9 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
10 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
11 wage payments.

12 20. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
13 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
14 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
15 employees earn non-discretionary remuneration, including, but not limited to, incentives,
16 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
17 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
18 their base rates of pay.

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

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

29 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
30 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
31 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and

1 believes and based thereon alleges that such failure to pay sick pay at regular rate was
2 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
3 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

4 24. 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 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
8 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
9 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
10 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
11 pay period and upon termination.

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

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

1 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
2 incurred unreimbursed business expenses which included, but were not limited to, costs
3 related to the use of their personal cellular phones all on behalf of and for the benefit of
4 DEFENDANT.

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

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

16 29. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
17 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
18 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties
19 on behalf of PLAINTIFF and other AGGRIEVED EMPLOYEES as provided herein.
20 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
21 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
22 California Labor Code and regulations promulgated thereunder as herein alleged.

23 30. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
24 terminated and DEFENDANT has not tendered payment of all wages owed as required by
25 law. Additionally, at all times during the term of PLAINTIFF's employment with
26 DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES earned and accrued
27 vested vacation and holiday time on the date of their termination pursuant to
28 DEFENDANT's uniform vacation policies and applicable California law. The amount of

1 vacation pay PLAINTIFF and the other AGGRIEVED EMPLOYEES earned and
2 accumulated is evidenced by DEFENDANT's business records. Additionally,
3 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other
4 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay and
5 more specifically the final rate of pay that included all non-discretionary incentive
6 compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT
7 underpaid vacation wages to PLAINTIFF and other AGGRIEVED EMPLOYEES at their
8 base rates of pay, instead of including all of PLAINTIFF's and other AGGRIEVED
9 EMPLOYEES' non-discretionary incentive compensation into the vacation wage payment
10 calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the
11 rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would be paid vacation
12 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
13 practice, policy and procedure to deny paying the PLAINTIFF and other AGGRIEVED
14 EMPLOYEES all of their vested vacation and holiday time, DEFENDANT failed to pay the
15 PLAINTIFF and other AGGRIEVED EMPLOYEES all vested vacation time as wages due
16 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
17 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF
18 and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
19 PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary compensation into
20 the waiting time penalty calculations. This failure by DEFENDANT is believed to be the
21 result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation for
22 earned, accrued and vested vacation and holiday time, as well as the corresponding waiting
23 time penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and deceptive
24 practice to the detriment of PLAINTIFF and other AGGRIEVED EMPLOYEES.
25 DEFENDANT's uniform practice and policy of failing to pay the AGGRIEVED
26 EMPLOYEES for all vested vacation and holiday time accumulated at employment
27 termination violated and continues to violate Section 227.3 of the California Labor Code.

28 31. All of the conduct and violations alleged herein occurred during the PAGA

1 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
2 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
3 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
4 2018 AJDAR 12157 (Certified for Publication 12/19/18). The amount in controversy for
5 PLAINTIFF individually does not exceed the sum or value of \$75,000.

6
7 **JURISDICTION AND VENUE**

8 32. This Court has jurisdiction over this Action pursuant to California Code of
9 Civil Procedure, Section 410.10.

10 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
11 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
12 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
13 facilities in this County and/or conducts substantial business in this County, and (ii)
14 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
15 AGGRIEVED EMPLOYEES.

16
17 **FIRST CAUSE OF ACTION**

18 **For Violation of the Private Attorneys General Act**

19 **[Cal. Lab. Code §§ 2698, *et seq.*]**

20 **(By PLAINTIFF and Against All Defendants)**

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

23 35. PAGA is a mechanism by which the State of California itself can enforce state
24 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
25 the state's labor law enforcement agencies. An action to recover civil penalties under
26 PAGA is fundamentally a law enforcement action designed to protect the public and not to
27 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
28 but to create a means of "deputizing" citizens as private attorneys general to enforce the

1 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
2 public interest to allow aggrieved employees, acting as private attorneys general to recover
3 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
4 claims cannot be subject to arbitration.

5 36. PLAINTIFF, and such persons that may be added from time to time who
6 satisfy the requirements and exhaust the administrative procedures under the Private
7 Attorney General Act, brings this Representative Action on behalf of the State of California
8 with respect to herself and all individuals who are or previously were employed by
9 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
10 party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
11 time period of December 12, 2022 until a date as determined by the Court (the "PAGA
12 PERIOD").

13 37. On December 12, 2023, PLAINTIFF gave written notice by electronic mail to
14 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
15 employer of the specific provisions of this code alleged to have been violated as required by
16 Labor Code § 2699.3. On [REDACTED], PLAINTIFF sent an amended notice by electronic
17 mail to the Agency and by certified mail to the employer of additional claims related to the
18 previously outlined Labor Code violations. See Exhibit #1, attached hereto and
19 incorporated by this reference herein (*PAGA Notice only without draft complaint*). The
20 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
21 expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
22 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
23 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

24 38. The policies, acts and practices heretofore described were and are an unlawful
25 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
27 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
28 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for

1 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
2 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
3 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2),
4 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
5 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure
6 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
7 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
8 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
9 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
10 and the AGGRIEVED EMPLOYEES.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
14 severally, as follows:

15 1. On behalf of the State of California and with respect to all AGGRIEVED
16 EMPLOYEES:

17 A) Recovery of civil penalties as prescribed by the Labor Code Private
18 Attorneys General Act of 2004; and,

19 B) An award of attorneys' fees and cost of suit, as allowable under the
20 law, including, but not limited to, pursuant to Labor Code §2699.

21 Dated: May __, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
22 LLP

23 By: _____
24 Norman B. Blumenthal
25 Kyle R. Nordrehaug
26 Nicholas J. De Blouw
27 *Attorneys for Plaintiff*

28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

EXHIBIT #7

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
4 VP 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 PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Sequoia Equities* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
19 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
20 possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process
22 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
23 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
24 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
25 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
26 not locate an updated address in the NCOA database, it will use the original address provided by Defendant
27 for mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual
3 settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the
4 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
5 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
6 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
7 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
8 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
9 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this
10 matter.

11 7. ILYM Group's fees associated with the administration of this settlement are: **\$4,950.00**.

12 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 26th day of June 2025, at Tustin, California.

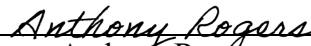
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17 Anthony Rogers
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EXHIBIT “A”

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
--	-----

EXHIBIT “C”

Case Name: Sequoia Equities

Wednesday, April 9, 2025

Requesting Attorney:

Piya Mukherjee

Blumenthal Nordrehaug Bhowmik De Blouw LLP

piya@bamlawca.com

858.551.1223

ILYM Group Contact:

Tony Rogers

ILYM Group, Inc.

Trogers@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	500
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:	\$1,470.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,260.00
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$4,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Sequoia Equities

Wednesday, April 9, 2025

Requesting Attorney's Name: Piya Mukherjee

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll-Free Customer Service Representative	Flat Rate	\$180.00	1	\$180.00

**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 \$1,470.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	500	\$750.00
USPS First Class 1oz Postage	Per Piece	\$0.65	500	\$325.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	55	\$110.00
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,260.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$4,950.00

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.