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JUDICIAL COUNCIL OF CALIFORNIA

CHAIR OF THE JUDICIAL COUNCIL

JAIDYN HOLMES, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

SPIRIT HALLOWEEN SUPERSTORES LLC; SPENCER GIFTS LLC; and DOES 1 through 20, inclusive,

Defendants.

VANESSA RUELAS SIERRA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

SPENCER GIFTS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. JCCP5401

DECLARATION OF ELLIOT J. SIEGEL IN SUPPORT OF PAGA APPROVAL MOTION

Date: December 8, 2026
Time: 11:00 a.m.
Dept: 6

Los Angeles County Superior Court Case No.: 24STCV09324 (filed April 15, 2024)

Kern County Superior Court Case No.: BCV-23-101673 (filed May 30, 2023)

RICHARD GONZALEZ, on behalf of himself and current and former aggrieved employees Plaintiff, v. SPIRIT HALLOWEEN SUPERSTORES LLC; and DOES 1 to 100, inclusive, Defendants.	Los Angeles County Superior Court Case No.: 24STCV04406 (filed February 22, 2024)
ELISA HILAIRE, individually and on behalf of all similarly situated individuals, Plaintiff, v. SPENCER GIFTS, LLC, a Delaware Limited Liability Company; SPIRIT HALLOWEEN SUPERSTORES, LLC, a Delaware Limited Liability Company; BARRY SUSSON, an individual; and Does 1-10, inclusive; Defendants.	San Diego County Superior Court Case No.: 37-2024-00019642 (filed April 26, 2024)
THOMAS WHALEN, individually and on behalf of all others similarly situated; Plaintiff, v. SPIRIT HALLOWEEN SUPERSTORES LLC, a Delaware limited liability company; and DOES 1 through 50, Defendants.	Los Angeles County Superior Court Case No.: 23STCV21612 (filed September 7, 2023

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and on behalf of all others similarly situated.

DECLARATION OF ELLIOT J. SIEGEL

I, Elliot Siegel, declare as follows:

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and if called upon to testify, could and would testify competently thereto. This Declaration does not purport to exhaust my knowledge of the topics discussed.

2. I am the Principal of the law firm of King & Siegel LLP ("Plaintiff's Counsel" or "PAGA Counsel"), attorney of record for Plaintiff Elisa Hilaire ("Ms. Hilaire") (hereinafter "Plaintiff") and the aggrieved employees she represents (the "Aggrieved Employees") in the above-captioned coordinated proceeding.

Plaintiff's Counsel is Experienced in Wage-And-Hour Litigation

3. I founded King & Siegel LLP with my Partner Julian Burns King in March 2018. King & Siegel LLP is exclusively dedicated to representing employees in individual and class action litigation in California State and federal courts, as well as in arbitration hearings. Since the founding of our firm, King & Siegel LLP, has successfully represented thousands of employees in numerous wage and hour and other employment-related class actions.

4. Through my practice at King & Siegel, and my prior employment working for one of the highest ranked litigation firms in the County, I have gained significant experience regarding the obligations and burdens of representing a class from inception to trial and am an experienced practitioner in the realm of wage and hour and employment litigation on both a class and individual level.

5. Though our firm was only founded in 2018, we have been appointed class counsel in dozens of employment class actions, including *Martinez v. Arvato Digital Servs., LLC*, Case No. CIVDS1823989 (San Bernardino Cnty. Sup. Ct. 2018) (final approval granted March 2, 2020); *Quintero v. Miller Milling Company, LLC*, Case No.: CV 19-7459-DMG (JCx) (C.D. Cal 2019) (final approval granted July 31, 2020); *Ayala v. Four Seasons Heating and Cooling, Inc.*, Case No. 56-2019-00529287-CU-OE-VTA (Ventura Cnty. Sup. Ct. 2019) (final approval granted on August 31, 2020); *Martin, et al., v. Break the Floor Productions* (San Diego Cnty. Sup. Ct. 2019) (final approval granted October 23, 2020); *Talkington v. Sanrose Home Health*, Case No. RIC1902475

(Riverside Cnty. Sup. Ct. 2019) (final approval granted December 7, 2020); *Oliver, et al., v. The J. Paul Getty Trust*, Case No. 19STCV40123 (Los Angeles Ctny. Sup. Ct. 2019) (final approval granted October 22, 2020); *Lachman, et al. v. Berlitz Languages, Inc., et al.*, Case No. 19STCV01533 (Los Angeles Cnty. Sup. Ct. 2019) (final approval granted April 1, 2021); *Ramirez v. Mid-West Fabricating Co.*, No. 30-2019-01102221-CU-OE-CXC (Orange Ctny. Sup. Ct. 2019) (final approval granted June 4, 2021); *Le, et al. v. Walgreen Co., et al.*, No. 18-cv- 01548 (C.D. Cal. 2018) (final approval granted on July 21, 2021); *Nunez v. California Custom Sunrooms & Patio Covers*, Case No. 34-2020-00286923 (Sacramento Cnty. Sup. Ct. 2020) (final approval granted on March 9, 2022); *Awwad, et al. v. Splitsville*, Case No. 30-2018-01026248-CU-OE-CXC (Orange Cnty. Sup. Ct. 2018) (final approval granted on June 28, 2022); *Noer v. Five Star Food Containers, Inc.*, Case No. CIVSB-2116131 (Sacramento Cnty. Sup. Ct. 2021) (final approval on July 28, 2022); *Hernandez v. Yolo Federal Credit Union*, Case No. CV-2021-1000 (Yolo Cnty. Sup. Ct. 2021) (final approval on August 4, 2022); *Hamilton et al., v. Vail Corporation*, et al., Case No. SC20210148 (El Dorado Cnty. Sup. Ct. 2021) (final approval on August 19, 2022); *Fernandez v. Uni-Fab Industries, Inc*., Case No. RG21113621 (Alameda Sup. Ct. 2021) (final approval on November 2, 2022); *Romero v. Retrofitting360, Inc.*, Case No. 56-2020-00546674-CU-OE-VTA (Ventura Cnty. Sup. Ct. 2020) (final approval on October 25, 2022); *Brown v. DirectTV, LLC* Case No. 2:13-cv-01170-DMG-E (C.D. Cal. 2013) (final approval on March 3, 2023); *Gomez v. Purple Heart Compassion, Inc*., Case No. 22STCV04548 (Los Angeles Sup. Ct. 2022) (final approval granted April 13, 2023); *Urena v. Raypak, Inc.*, Case No. 56-2022-00563198-CU-OE-VTA (Ventura Cnty. Sup. Ct. 2022) (final approval on June 12, 2023); *Goetz v. Dynacorn*, Case No. 56-2023-00575474-CU-OE-VTA (Ventura Sup. Ct. 2022) (final approval granted September 20, 2023); *Cardenas v. Thorpe Design, Inc.*, Case No. C22-01545 (Contra Costa Cnty. Sup. Ct. 2022) (final approval granted on September 28, 2023); *Woods v. Insight Global*, Case No. C21-01934 (Contra Costa Cnty. Sup. Ct. 2021) (PAGA approval granted on September 28, 2023); *Rodriguez v. Boudreau Pipeline Corporation*, Case No. CVRI2203480 (Riverside County Sup. Ct. 2022) (PAGA approval on November 2, 2023); *Duenas v. Stremicks Foods*, Case No. 5:22-cv-01039-FLA-SHK (C.D. Cal. 2022) (final approval granted on November 3, 2023); *Torres v. D/T Carson*, Case No. RIC1821431 (Riverside Cnty. Sup. Ct. 2018)

(final approval granted on November 16, 2023); *Gonzales v. LRB Millwork & Casework, Inc.*, Case No. CIVSB2204728 (Santa Barbara Superior Court 2022) (final approval granted on March 4, 2024); *Mazantini v. Mission Park Health Center LLC*, Case No. 23CV02465 (Santa Barbara Cnty. Sup. Ct.) (PAGA approval granted on March 6, 2024); *Lopez v. Bay State Milling Company*, Case No. CV2023-0742 (Yolo County Sup. Ct. 2023) (final approval granted on May 15, 2024); *Ayala v. Mt. Whitney Dairy*, Case No. 23CECG00449 (Fresno Cnty Sup. Ct.) (PAGA approval granted on June 5, 2024); and *Iranrouh v. Highlands Community Charter and Technical Schools*, Case No. 34-2022-00324342 (Sacramento Sup. Ct. 2022) (final approval granted on August 2, 2024); *Nikol Lockett v. Stanford Park Hotel, LLC*, Case No. 24-CIV-01940 (San Mateo Sup. Ct. 2024) (PAGA approval on January 28, 2025); *Brian Rubio v. Green Knight Security, Inc.,* Case No. 24STCV01923 (Los Angeles Cnty. Sup. Ct.) (PAGA approval on March 12, 2025); *Paula Norton v. Strategic Staffing Solutions-S3, L.L.C.,* Case No. 3:23-cv-06648-JSC (N.D. Cal) (final approval granted on June 12, 2025); *Palcher v. MG JV, LLC*, et al., Case No. 24STCV12991 (Los Angeles Cnty. Sup. Ct.) (PAGA Approval granted July 8, 2025); *Lorena Ortiz, et al., v. Target Corporation,* Case No. CV2023-0586 (Yolo County Superior Court 2023) (final approval granted on July 10, 2025); *Ana Molina v. LattCo Services, Inc.*, Case No. 23CV010964 (Sacramento Cnty. Sup. Ct.) (PAGA Approval granted July 11, 2025); *Covarrubias v. Medtrans, Inc*., Case No. 24STCV13023 (Los Angeles Cnty. Sup. Ct.) (PAGA approval granted on August 5, 2025); *Jenkins v. Beacon Property Management, Co*., Case No. CIVSB2417563 (San Bernardino Cnty. Sup. Ct.) (final approval granted on September 10, 2025); *Terrones v. TRB, LLC d/b/a Tin Roof Bistro*, Case No. 24STCV32371 (Los Angeles Cnty. Sup. Ct.) (PAGA approval granted on September 19, 2025); *Newsome v. Kiva Sales and Services, LLC*, Case No. 23CV035642 (Alameda Sup. Ct. 2023) (PAGA approval granted on September 30, 2025); *Allen v. Ariat International, Inc.*, Case No. 24CV061565 (Alameda Cnty. Sup. Ct.) (PAGA approval granted October 14, 2025); *Antony Monterroso v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc., et al*. (Case No. CIVSB2409818) (San Bernardino Cnty. Sup. Ct.) (final approval on November 5, 2025); *Quiroz v. Del Sol Harvesting, Inc.*, Case No. 2024CUOE033910 (Ventura Cnty. Sup. Ct.) (PAGA approval granted on December 17, 2025); *Cohen v. Living Spaces Furniture LLC*, Case No. 30-2020-01140662-CU-OE-CXC (Los Angeles

Sup. Ct. 2020) (final approval granted on January 7, 2026); *Ferry Mendoza v. Baugher Ranch Organics, Inc*., Case No. 25cv00036 (Glenn Cnty. Sup. Ct.) (final approval on January 21, 2026); *Johnson v. ASLB, LLC*, Case No. 24STCV13710 (Los Angeles Cnty. Sup. Ct.) (PAGA approval granted on January 30, 2026); *Torres v. Delta Scientific Corp*., Case No. 24STCV10812 (Los Angeles Cnty. Sup. Ct.) (PAGA approval on March 2, 2026); *Robles v. Integrated Demolitions and Remediation, Inc*., Case No. 24STCV07208 (Los Angeles Cnty. Sup. Ct.) (PAGA approval March 26, 2026); *Eadie v. Clearman's North Woods Inn, Inc*., Case No. 25STCV01887 (Los Angeles Cnty. Sup. Ct.) (preliminary approval granted on April 9, 2026); *Alvarado v. CTOS, LLC*, Case No. BCV-25-100908 (Kern Cnty. Sup. Ct.) (preliminary approval granted on April 30, 2026); *Gonzalez v. PNC Management LLC*, Case No. CGC-24-618497 (San Francisco Cnty. Sup. Ct.) (preliminary approval granted on May 13, 2026); *Leon v. Diagnostic Pathology Medical Group*, Case No. 25CV003872 100908 (Sacramento Cnty. Sup. Ct.) (preliminary approval granted on May 22, 2026); *Aguirre v. Shift4 Payments, LLC*, Case No. C24-01636 (Contra Costa Cnty. Sup. Ct.) (preliminary approval granted June 4, 2026); *Martinez-Bravo v. Mike Kelley Construction, Inc*., et al., Case No. 24CV05385 (Santa Barbara County Sup. Ct.) (final approval granted on June 24, 2026); *Shakora Sanders v. Pacifica Senior Living Management, LLC*, Case No. 37-2023-00047009-CU-OE-CTL (San Diego Cnty. Sup. Ct.) (final approval granted on June 26, 2026); *Nuno*/*Hutton v. Pacific Tank Lines*, *et al*., Case No. 23STCV31554 (Los Angeles Cnty. Sup. Ct.) (preliminary approval granted on July 10, 2026); *Lalezarian v. Homak Enterprises*, Case No. 24STCV06524 (Los Angeles Cnty. Sup. Ct.) (final approval granted on July 15, 2026); *McCartney v. Vasko Electric, Inc*., Case No. 25CV002553 (Sacramento Cnty. Sup. Ct.) (preliminary approval granted on July 17, 2026); *Villasenor v. J.G. Boswell*, Case No. 24STCV26669 (Los Angeles Cnty. Sup. Ct.) (PAGA approval on July 28, 2026); *Alvarado v. CTOS, LLC*, Case No. BCV-25-100908 (Kern Cnty. Sup. Ct.) (final approval granted on August 3, 2026); *Gonzalez v. PNC Management LLC*, Case No. CGC-24-618497 (San Francisco Cnty. Sup. Ct.) (final approval granted on August 19, 2026); *Eadie v. Clearman's North Woods Inn, Inc.*, Case No. 25STCV01887 (Los Angeles Cnty. Sup. Ct.) (final approval granted on August 19, 2026); *Cordova Ramirez v. Bando National Corporation*, Case No. 24CU021719C (San Diego Cnty. Sup. Ct.) (preliminary approval granted on August 28, 2026).

6. We are currently prosecuting claims on behalf of class members and/or aggrieved employees in *Teeba v. California Steel Industries, Inc*., Case No. CIVSB2313467 (San Bernardino Sup. Ct. 2023) (wage and hour case relating to failure to pay all wages and provide compliant meal/rest periods); *Gerardo Ramirez v. Garcia's Landscaping Maintenance, Inc.,* Case No. 56-2023-00576200-CU-OE-VTA (Ventura County Superior Court 2023) (wage and hour case relating to failure to authorize and permit compliant meal and rest periods, unlawful uniform time clock rounding policy, failure to reimburse business expenses, and failure to pay all wages); *Rodgers v. Brinker Restaurant Corporation*, Case No. CGC-23-608589 (San Francisco County Sup. Ct. 2023) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Dorian Laviene v. Urban Flavours*, Case No. 23CV040942 (Alameda Cnty. Sup. Ct.) (wage and hour case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Ashley Foltz v. Space Exploration Technologies Corp.*, Case No. 23STCV24097 (Los Angeles Cnty. Sup. Ct.) (PAGA matter relating to failure of California's Equal Pay Act); *Alex Mesquita v. California Ammonia Co.,* Case No. STK-CV-UOE-2024-0001136 (San Joaquin Cnty. Sup. Ct.) (wage and hour case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Alan Garibay v. LA Taco Management, LLC*, Case No. 24STCV02792 (Los Angeles Cnty. Sup. Ct.) (wage and hour case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Darryl Hall v. Cepheid*, Case No. 23CV424954 (Santa Clara Cnty. Sup. Ct.) (wage and hour case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Ronald Viera v. Up Real Estate Holding Co*., Case No. 2024CUOE021511 (Ventura Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Dunbarr v. Pacific Drive-Ins, LLC*, Case No. 37-2024-00025683-CU-OE-CTL (San Diego Cnty. Sup. Ct.) (PAGA Representative Action for civil penalties arising out of Labor Code violations); *Rodriguez v. Reflechtech, Inc.*, Case No. 23CV010783 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Payan v. Evolve, LLC*, Case No. CVRI2402353 (Riverside Cnty. Sup. Ct.) (PAGA Representative Action for civil penalties arising out of Labor Code

violations); *Patterson v. Advanced Home Health, Inc.*, Case No. 24CV018567 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Quilhuiz v. Sugared + Bronzed*, LLC, Case No. 24STCV20871, (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Quiroz v. Del Sol Harvesting, Inc.*, Case No. 2024CUOE033910 (Ventura Cnty. Sup. Ct.) (PAGA Representative Action for civil penalties arising out of failure to comply with meal, rest, and cooldown break requirements); *Abalos v. McCampbell Analytical, Inc.*, Case No. CV-24-02882 (Contra Costa Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Ramirez v. Bando, Inc*., Case No. 24CU021719C (San Diego Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Norris v. Aristotle Capital Management, LLC*, Case No. 25STCV01883 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Morgan v. Signant Health Global LLC,* Case No. 4:25-cv-06523-KAW (N.D. Cal) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Mateo v. Calex Engineering, Inc*., Case No. 25STCV01812 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Rodriguez Jr. v. Chrisp Company*, Case No. 25CV107769 (Alameda Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Davidson-Gesser v. Aequor Technologies, LLC*, Case No. 8:25-cv-00760-FWS-ADS (C.D. Cal) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Cucchiarella v. Ysabel LLC*, Case No. 25STCV27776 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Rivera v. Power Electronics USA, Inc*., Case No. 25STCV32325 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods);

Aguirre v. Alvarado Restaurant Group LLC, Case 25STCV11513 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Pham v. ContinuEM*, Case No. 25STCV35142 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Buckley v. Univision Radio Stations Group, Inc*., Case No. 25CU036607C (San Diego Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Malkov v. Labelbox, Inc*., Case No. 25STCV25687 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Garcia v. Reeves, D.D.S. and LaValley, D.D.S., a Dental Corporation*, Case No. 25CV027592 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Giudici v. East Lawn, Inc*., Case No. 25CV021657 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Mora v. Maruchan, Inc*., Case No. 8:25-cv-02378-JWH-ADS (C.D. Cal) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Hampton v. California Unified Service Providers, LLC.,* Case No. 25STCV36132 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Murillo v. Hallmark Aviation Services, L.P*., Case No. 25STCV32130 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Crocker v. TELUS International AI, Inc*., Case No. 25STCV33590 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Rivera, Escamilla v. Del Taco LLC.,* Case No. CIVRS2603060 (San Bernardino Cnty. Sup. Ct) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods). *Bauer, Flores v. Langham Hotels Pacific Corporation,* Case No. 26STCV13816 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages

and failure to authorize and permit compliant meal and rest periods); *Moreno v. RadNet Management, Inc.*, Case No. 26STCV14234 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Jacobs v. International Protective Service, Inc.*, Case No. 26STCV04316 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Neves v. Williams Tank Lines*, Case No. 26CV010491 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Cheng, Zhuang v. Haidilao Catering (U.S.A.) Inc. Et.al.*, Case No. 26STCV09812 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Figueroa v. The Claremont Club LLC.*, Case No. 26STCV12838 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Cota v. Marias Holding Corp.*, Case No. 25STCV30639 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Marcum v. Blue House Restaurant, Inc*., Case No. CU26-03948 (Solano Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Gaskin v. Murphy's Bowl LLC*, Case No. 26STCV24783 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Gharibian v. Grow Care, Inc.*, Case No. 26STCV24966 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Lao v. Elk Grove Urgent Care, Inc.*, Case No. 26CV019010 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Bascones v. Blue-White Industries, Ltd.,* Case No. 30-2026-01593165-CU-OE-CXC (Orange Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods); *Martinez v. Fariborz Rodef, D.D.S., Inc.*, Case No. 26STCV27162 (Los Angeles Cnty. Sup. Ct.) (wage and hour class

action case relating to failure to pay all wages and failure to authorize and permit compliant meal and rest periods);

7. Our firm has filed five motions for class certification, two of which were contested,[1] and one has a final ruling—*Torres v. D/T Carson*, in which King & Siegel prevailed in our certification motion for rest periods violations and derivative penalties on behalf of approximately 1,000 class members.

8. I have been named a "Southern California Rising Star" by Super Lawyers magazine in each year from 2018 to the 2025. This is an honor awarded to no more than two and a half percent of attorneys under the age of 40 in California. Starting in 2027, I was selected as "Southern California Super Lawyer." This is an honor awarded to no more than five percent of attorneys.

9. Marisol Contreras is an accredited paralegal and meets the requirements under Bus. & Prof. Code § 6450 to act as a paralegal within the meaning of the Business and Professions Code. Ms. Contreras received her B.A. from California State University Dominguez Hills in 2010. In 2014, she obtained her Certificate in Paralegal Studies at University of California at Los Angeles ("UCLA") Extension Program. She has over twelve years of experience providing legal support for attorneys in a variety of practice areas, including wage and hour and employment. She has been a valued member of King & Siegel LLP since 2019 assisting the Firm in filing, prosecuting, and managing class action cases. Since obtaining her certification, she has successfully completed all required hours of mandatory continuing legal education in legal ethics and mandatory required hours of continuing legal education pursuant to Section 6070 of the Bus. & Prof. Code.

Procedural History

10. On April 26, 2024, Plaintiff Hilaire submitted a notice to the California Labor & Workforce Development Agency ("LWDA") alleging that Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1401, and 2802 (the "Hilaire PAGA Notice"). The LWDA did not respond to the Hilaire PAGA Notice. A true and correct copy of the PAGA notice is attached hereto as **Exhibit 1**.

[1] For the other two, the parties settled the matters shortly after Class Counsel filed the motions.

11. On April 26, 2024, Plaintiff Hilaire commenced *Elisa Hilaire v. Spencer Gifts, LLC*, et al., San Diego County Superior Court Case No. 37-2024-00019642 ("Hilaire Action").

12. In the operative Class Action Complaint, Plaintiff Hilaire alleges the following: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide and maintain complete and accurate wage statements; (6) failure to reimburse necessary business expenses; (7) PAGA penalties; and (8) unfair business practices. The Hilaire Action is one of the Coordinated Actions included in Spencer Gifts Wage and Hour Cases, JCCP No. 5401, and is stayed with the other Coordinated Actions. Prior to the Order coordinating the cases, Defendants had filed a motion to compel arbitration, which had been granted as to Plaintiff Hilaire's individual labor code claims, the PAGA representative claims stayed pending such arbitration, and the alleged class action claims dismissed without prejudice. A true and correct copy of Plaintiff Hilaire's complaint is attached hereto as **Exhibit 2**.

13. Plaintiff's Class Action Complaint alleged several unlawful wage and hour practices.

14. Plaintiff Hilaire alleged that Defendants required non-exempt employees to submit to "pocket checks" or bag checks before leaving their stores, including when leaving for meal periods.

15. Plaintiff Hilaire also alleged that Defendants failed to provide compliant meal and rest periods, including by requiring Store Managers to remain on duty and on the premises during their breaks. Plaintiff Hilaire further alleged that non-exempt employees were required to skip or interrupt their breaks to serve customers, cut their meal and rest periods short to undergo security or bag checks, and remain on the premises during rest periods.

16. Plaintiff Hilaire likewise alleged that Defendants required non-exempt employees to use their personal cellphones to communicate with supervisors, including while on breaks, and to use their personal vehicles for work-related purposes, without reimbursement.

17. Plaintiffs allege that Defendants' failure to compensate employees for all hours worked, calculate wages at the proper regular rate, and pay required meal and rest period premiums resulted in inaccurate itemized wage statements in violation of Labor Code section 226(a). Plaintiffs also assert derivative Labor Code sections 201–203 claims on behalf of aggrieved employees who

separated from employment.

18. The Chair of the Judicial Council entered an order coordinating the Hilaire Action with Ruelas Sierra v. Spencer Gifts LLC (Kern County No. BCV-23-101673), Whalen v. Spirit Halloween Superstores LLC (Los Angeles County No. 23STCV21612), and Gonzalez v. Spirit Halloween Superstores LLC (Los Angeles County No. 24STCV04406) under Judicial Council Coordination Proceeding No. JCCP 5401.

19. Through informal discovery, Plaintiffs obtained sufficient documents and information to investigate the claims, evaluate their strengths and weaknesses, assess Defendants' potential exposure, and determine that the Settlement is fair, adequate, and reasonable under the circumstances.

20. On July 21, 2025, the Parties participated in a global mediation of the coordinated actions facilitated by Jason Marsili, a respected wage and hour mediator. The actions did not resolve at the mediation, but the Parties continued settlement discussions through Mr. Marsili and, on September 16, 2025, accepted his mediator's proposal. Following further arm's-length negotiations, the PAGA Settlement Agreement was fully executed on February 12, 2026.

21. Pursuant to the Settlement Agreement, Defendants will pay the Gross Settlement Amount of $1,600,000.00 on a non-reversionary basis. Agreement at §§ 1.9, 4.1. Pending Court approval, the Gross Settlement Amount encompasses: (1) attorneys' fees of 35% of the Gross Settlement Amount which is $560,000.00 ("PAGA Counsel Fees"); (2) actual litigation costs incurred in this matter in the amount of $46,751.94 ("PAGA Counsel Expenses")[2]; and (3) settlement administration costs in the amount of $14,000.00 to be paid to the Settlement Administrator, Phoenix Class Action Administration Solutions, for sending notices and for calculating Individual PAGA Payments and preparing all checks and mailings ("Administrator Expenses").

22. Assuming that the Court awards the requested amounts, the Net Settlement Amount will total $979,248.06. Agnew Decl. ¶ 20. Seventy-five percent (75%) of the Net Settlement Amount, or approximately $734,436.05, will be paid to the LWDA for PAGA penalties ("LWDA PAGA Payment"). Agreement at §§ 1.13, 4.2(d); Agnew Decl. ¶ 21. The remaining twenty-five

[2] The Agreement provides for reimbursement of actual litigation costs up to $50,000.

percent (25%), or approximately $244,812.01, will be distributed to Aggrieved Employees on a pro rata basis based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

23. Defendants represent that there are approximately 3,827 Aggrieved Employees who collectively worked 121,868 pay periods during the PAGA Period, which runs from May 22, 2022 through and including July 21, 2025.

The Attorney's Fees and Costs Requests are Reasonable

24. PAGA Counsel collectively request thirty-five percent (35%) of the Gross Settlement Amount, i.e., $560,000.00, in attorneys' fees.

25. The attorneys' fee award of thirty-five percent (35%) of the Gross Settlement Amount is reasonable considering the experience of PAGA Counsel in wage-and-hour cases, including class and representative actions, the legal expertise required to litigate this case and negotiate this Settlement, and the amount of actual time that PAGA Counsel have dedicated to this case and the salutary effect of the lawsuit on Defendants' policies and practices with respect to the Labor Code violations alleged in the Complaint. The attorney's fees sought are comparable to attorneys' fee awards granted in comparable cases.

26. In my experience litigating wage and hour class action matters similar to this one, fee awards generally range average around one-third of the gross recovery. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the field of wage and hour and class action litigation requires skill and knowledge concerning the rapidly evolving fields of substantive state and federal law, as well as the procedural law of class action litigation.

27. My law firm maintained contemporaneous records of all its hours worked on this case by billing our attorney's time in increments of one-tenth (1/10) of an hour into an electronic timekeeping system. I access the timekeeping system regularly to assess the number of attorney, paralegal, and legal assistant hours worked for each case that my law firm handles. I relied on these timekeeping records for this case to prepare this declaration. True and correct copies of the contemporaneous records of all hours worked on this matter by King & Siegel LLP are attached as

Exhibit 3.

28. The following is a summary of the number of hours worked on this matter by attorneys and paralegals at King & Siegel and their hourly rates.[3] These rates are the reasonable and usually hourly rate charged by the attorneys at King & Siegel LLP who work on class action and other employment matters.

Name	Current Rate[4]	Hours	Pre-Multiplier Lodestar
Elliot Siegel (Partner)	$900/hr	52.1	$46,890.00
Marisol Contreras (Paralegal)	$250/hr	12.6	$3,150.00
Total Lodestar		**64.7**	**$50,040.00**

29. The hours worked by King & Siegel LLP can be generally categorized as follows:

a. **Case Investigation, Pleadings, Coordination, and General Case Administration:** King & Siegel spent approximately 15.4 hours on case investigation and administration, including interviewing Plaintiff Hilaire and requesting and reviewing her employment records, preparing the PAGA cover letter and Hilaire PAGA Notice to the LWDA, drafting the complaint in the Hilaire Action, participating in the statute conference hearings, coordinating with co-counsel for the other included actions, and general case administration.

b. **Motion to Compel Arbitration:** Class Counsel spent approximately 7.6 hours opposing Defendants' motion to compel arbitration.

c. **Formal and Informal Discovery**: King & Siegel spent approximately 17.2 hours on

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[3] Class Counsel has not included any hours worked by administrative or legal assistants.

[4] Under longstanding law, Class Counsel are entitled to use their current billing rate across the length of the litigation. *See, e.g.*, *Gates v. Deukmejian*, 987 F.2d 1392, 1406 (9th Cir. 1992) ("We long have recognized that district courts have the discretion to compensate prevailing parties for any delay in the receipt of fees by awarding fees at current rather than historic rates in order to adjust for inflation and loss of the use funds.").

formal discovery, including propounding Plaintiffs' Special Interrogatories, Requests for Production, Requests for Admission, and Form Interrogatories, Set One, on Defendants Spencer Gifts, LLC and Spirit Halloween Superstores, LLC, and on individual defendant Barry Susson; and reviewing documents informally produced by opposing counsel as part of mediation.

d. **Mediation and Settlement:** Class Counsel spent approximately 24.5 hours on mediation and settlement; drafting and reviewing the mediation brief in the related Whalen matter; preparing for and attending mediation; negotiating and revising the long-form settlement agreement and the PAGA settlement agreement.

30. These hours do not include an estimated 10-15 additional hours to be spent preparing for and attending the approval hearing, oversight of post-approval settlement administration, including distribution of the civil penalties to the LWDA and the Aggrieved Employees, and filing a declaration of disbursement.

31. The Firm's proposed hourly rates for attorneys, ranging from $600 to $900, are reasonable in light of our respective skills, wage and hour class action experience, reputation, and fee awards to other attorneys of similar experience in Southern California, which can range to over $1,000 per hour. Our hourly rate is in line with the Laffey Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**, the 2015 National Law Journal Survey of Billing Rates in California, a true and correct copy of which is attached hereto as **Exhibit 5,** and the 2025 Real Report, section on Employment Law, by Wolters Kluwer, a true and correct copy of which is attached hereto as **Exhibit 6**; *see also Pazandeh v. Yamaha Corp. of Am*., No. SACV1601849JVSDFMX, 2018 WL 1406706, at *1 (C.D. Cal. Feb. 12, 2018) ("Thus, the Court finds that the rates of $595 to $455 per hour for partner work, $325 per hour for associate work, and $235 to $200 per hour for paralegal work are reasonable."); *In re High- Tech Employee Antitrust Litig*., 2015 WL 5158730, at *9 (N.D. Cal. Sept. 2, 2015) (finding reasonable "billing rates for partners [that] range from about $490 to $975 ... billing rates for non-partner attorneys, including senior counsel, counsel, senior associates, associates, and staff attorneys, [that] range from about $310 to $800, with most under $500 ... [and] billing rates for paralegals, law clerks, and litigation support staff [that] range from about $190 to

$430, with most in the $300 range.").

32. The rate for our office's paralegal, Marisol Contreras, of $250 per hour is a reasonable rate and usual for the services rendered. Ms. Contreras is an accredited paralegal and meets the requirements under Bus. & Prof. Code § 6450 to act as a paralegal within the meaning of the Business and Professions Code. Ms. Contreras received her B.A. from California State University Dominguez Hills in 2010. In 2014, she obtained her Certificate in Paralegal Studies at University of California at Los Angeles ("UCLA") Extension Program. She has over twelve years of experience providing legal support for attorneys in a variety of practice areas, including wage and hour and employment. She has been a valued member of King & Siegel LLP since 2019 assisting the Firm in filing, prosecuting, and managing class action cases. Since obtaining her certification, she has successfully completed all required hours of mandatory continuing legal education pursuant to Section 6070 of the Bus. & Prof. Code.

33. Given the expertise, skill, and strong result achieved for the Aggrieved Employees by PAGA Counsel, the requested rates for PAGA Counsel, their current billing rates are reasonable. Additionally, Class Counsel's billing rates have been accepted as part of lodestar cross-checks in numerous prior class and PAGA actions where King & Siegel LLP served as Class Counsel or PAGA Counsel.

34. PAGA Counsel took this case on contingency and has worked for more than 28 months without compensation in this matter. Given the potential for adverse outcomes in this Action, including, but not limited to an adverse ruling on manageability, a motion to compel arbitration of Plaintiff's individual PAGA claim, or a loss on the merits, the contingent risk taken on by PAGA Counsel was substantial. There was a real risk that Class Counsel would not be compensated for their work because they handled this matter on a purely contingent basis. Plaintiff was not responsible for paying attorney's fees; thus, PAGA Counsel could only recover attorneys' fees if the litigation was successful.

35. Further, King & Siegel will have incurred $5,776.52 in costs on behalf of the Aggrieved Employees, which it has carried throughout the pendency of this litigation, and devoted substantial time to this litigation despite the risk that Class Counsel ran of recovering nothing and

being out of pocket for the costs. **Appendix 1** provides an explanation of these costs by category, which includes but is not limited to: filing fees, mailing fees, service fees, mediation costs, and hearing attendance costs. A true and correct copies of invoices and receipts are attached as **Exhibit 7.**

36. PAGA Counsel's respective firms have only a finite amount of time to work up and litigate their cases. By taking on this matter, PAGA Counsel necessarily passed on other engagements, both contingent and hourly.

37. My firm and the Barahmand Law Firm have a fee-splitting arrangement and co-counsel agreement, which has been fully disclosed and agreed to by Plaintiff, who has signed a written consent as to the fee split pursuant to California Rules of Professional Responsibility, Rule 1.5.1. The fee-splitting arrangement provides that Barahmand Law Firm shall receive fifty percent (50%) of the Attorneys' Fee Award and the remaining fifty percent (50%) of the Attorney's Fee Award going to King & Siegel LLP

Payment to LWDA and Aggrieved Employees

38. Per the settlement agreement, PAGA Payment checks will remain negotiable for 180 days after issuance. After that period, the Administrator will remit any funds from uncashed checks to the cy pres recipient, Legal Aid at Work. Legal Aid at Work is a nonprofit that provides free legal services to low-wage workers, which aligns its mission with the interests of the aggrieved employees and the purposes of PAGA.

39. I have no personal, financial, or any other relationship with Legal Aid at Work.

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

Executed on October 29, 2026 in the county of Los Angeles, California.

By: Elliot Siegel
Elliot J. Siegel

APPENDIX 1

DATE	EXPENSE	DESCRIPTION	Amount
4/26/2024	Filing	PAGA Filing Fee	$75.00
4/26/2024	Filing	New case filing + complex fee	$1,449.95
4/29/2024	Filing	E-filing of Affidavit	$14.95
4/29/2024	Filing	Courtesy copy — Affidavit	$50.00
5/2/2024	Service	Service of process — Spencer Gifts LLC	$40.00
5/2/2024	Service	Service of process — Spirit Halloween Superstores LLC	$40.00
5/2/2024	Service	Service of process — Barry Susson	$145.00
5/6/2024	Filing	E-filing of Proof of Service of Summons & Complaint	$14.95
5/6/2024	Filing	E-filing of Proof of Service of Summons & Complaint	$14.95
5/13/2024	Filing	E-filing of Proof of Service of Summons & Complaint	$14.95
5/21/2024	Filing	E-filing of Notice of Change of Address	$14.95
6/13/2025	Filing	E-filing of Stipulation (2 filings)	$40.70
6/17/2025	Research	Pulling of Order re Stipulation to Continue CMC	$5.80
7/7/2025	Mediation	Plaintiff's portion of mediation expert fee	$1,224.41
7/8/2025	Mediation	Plaintiff's share of mediation services (50%)	$1,800.00
10/15/2025	Case Mgmt	Eve Platform enrollment (case management tool)	$350.00
10/15/2025	Research	Per-case allocation of Westlaw legal research expenses	$360.00
9/22/2026	Filing	Filing of Status Report	$28.93
9/22/2026	Filing	Filing Joint Status Conf. Report	$24.70
9/22/2026	Filing	Filing Joint Status Conf. Report w/Courtesy	$67.28
TOTAL			**$5,776.52**

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5/2/2024	Service	Service of process — Barry Susson	$145.00
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5/6/2024	Filing	E-filing of Proof of Service of Summons & Complaint	$14.95
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9/22/2026	Filing	Filing Joint Status Conf. Report w/Courtesy	$67.28
TOTAL			**$5,776.52**

Exhibit 1

King & Siegel LLP

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April 26, 2024

Original filed online via the LWDA's PAGA Claim Notice Portal

Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Copy Sent via certified mail to:

SPENCER GIFTS, LLC
c/o CT Corporation System
330 North Brand Blvd.
Glendale, CA 91340

BARRY SUSSON
6826 Black Horse Pike
Egg Harbor Township, NJ 08234

SPIRIT HALLOWEEN SUPERSTORES, LLC
c/o CT Corporation System
330 North Brand Blvd.
Glendale, CA 91340

Re: Elisa Hilaire v. Spencer Gifts, LLC, et al.

To Whom it May Concern:

We represent Elisa Hilaire ("Plaintiff") against defendants Spencer Gifts, LLC, Spirit Halloween Superstores, LLC, and Barry Susson (collectively, "Defendants") in a Class Action lawsuit filed against Defendants in San Diego County Superior Court (the "Action"). A copy of the Complaint to be filed in the Action is enclosed as **Exhibit A**.

As set forth in greater detail in the Complaint, Defendants violated their obligations under the California Labor Code by (1-2) failing to provide minimum and overtime compensation purs; (3-4) failing to provide rest and meal breaks; (5) failing to provide and maintain complete and accurate wage statements; and (6) failing to reimburse employees for business expenditures.

724 S. Spring Street, Ste. 201, Los Angeles, California 90014
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Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq*. that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendants' employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

Please feel free to contact us with any questions.

Sincerely,

Elliot J. Siegel

Elliot J. Siegel
KING & SIEGEL LLP

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Exhibit 2

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Attorneys for Plaintiff and Putative Class

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/26/2024 at 07:09:08 PM
Clerk of the Superior Court
By Sophia Felix,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

Elisa Hilaire, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Spencer Gifts, LLC, a Delaware Limited Liability Company; **Spirit Halloween Superstores, LLC**, a Delaware Limited Liability Company; **Barry Susson**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 37-2024-00019642-CU-OE-CTL

CLASS ACTION COMPLAINT FOR:

1) **Failure to Pay Minimum Wages;**
2) **Failure to Pay Overtime Wages;**
3) **Failure to Provide Meal Periods;**
4) **Failure to Provide Rest Periods;**
5) **Failure to Provide and Maintain Complete and Accurate Wage Statements;**
6) **Failure to Reimburse Necessary Business Expenses;**
7) **PAGA Penalties; and**
8) **Violation of California Business & Professions Code §§ 17200, et seq.**

Jury Trial Requested

Plaintiff hereby brings this action on behalf of herself and all other similarly situated current and former employees, by and through her counsel of record, alleges as follows:

PARTIES

1. At all relevant times for this Complaint, Plaintiff **Elisa Hilaire**, ("Plaintiff") is and was a resident of the County of San Diego, California. Plaintiff was employed as an hourly, non-exempt employee of Defendants from in or around July 2022 to on or around March 6, 2023. Plaintiff was subject to the policies and practices described in this complaint at all times during her employment at Defendants.

2. Defendant **Spencer Gifts, LLC** ("Spencer's") is a Delaware Limited Liability Company that is a part of an interrelated group of entities that owns and operates retails stores throughout California. Upon information and belief, Spencer's and Spirit Halloween are run as an integrated enterprise with common officers, owners, executives, policies and practices, intermingling of funds, and human resources departments. On information and belief, it employs at least 1,000 hourly, non-exempt employees.

3. Defendant **Spirit Halloween Superstores, LLC** ("Spirit Halloween") is a Delaware Limited Liability Company that is a part of an interrelated group of entities that owns and operates retails stores throughout California. Upon information and belief, Spencer's and Spirit Halloween are run as an integrated enterprise with common officers, owners, executives, policies and practices, intermingling of funds, and human resources departments. On information and belief, employs at least 1,000 hourly, non-exempt employees.

4. Defendant **Barry Susson** ("Susson" or hereinafter "Defendants" with Defendant Spencer's and Spirit Halloween) is the Chief Executive Officer at Spencer's and Spirit Halloween. Upon information and belief, he is a resident of the County of Atlantic in the State of New Jersey. Upon information and belief, as Mr. Susson is a managing agent, director, and/or officer of Defendants and because he caused or directed the acts described herein, he is personally liable for the Labor Code violations set forth in this Complaint under Labor Code section 558.1.

5. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others.

All further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

6. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

VENUE AND JURISDICTION

7. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and the Business & Professions Code. Because putative class members were employed by Defendants, the policies and practices complained of herein were implemented in San Diego County, and Defendants transact business within San Diego County, Defendant is within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

8. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ putative class members in this County, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

CLASS ACTION ALLEGATIONS

9. Defendants have consistently denied their non-exempt employees the opportunities to take compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and believe, Class Members, including Plaintiff, were required to skip or interrupt their meal and/or rest periods to service customers, shorten their meal and/or rest periods to undergo security or bag checks,[1]

[1] Employees were required by company policy to leave the store during their meal periods and required to undergo the security or bag checks each time they exited the store, including when they left on meal and rest periods.

otherwise interrupt or cut short their meal and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies. Additionally, Defendants requires non-exempt employees to remain on-premises during their rest periods—prohibited employees from using rest periods in the manner of their choosing, free from their employer's dominion and control. Accordingly, Defendants failed to authorize and permit compliant meal and rest periods as required by law.

10. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

11. Defendants further failed to compensate employees for all time worked time when employees were forced to interrupt and/or work through their meal periods but were clocked out under Defendants' time keeping system (and therefore treated as not working). This resulted in employees being denied both straight time and overtime pay, where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for payroll purposes.

12. Defendants further failed to compensate employees for all time worked time when employees were forced to undergo security or bag checks while off the clock after they ended their shifts. This resulted in employees being denied both straight time and overtime pay, where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for payroll purposes.

13. Additionally, as a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break and general administrative matters. Defendants however failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

14. As a matter of uniform and systemic policy, Defendants required non-exempt employees to use their personal vehicles for work-related purposes without receiving reimbursements for gas and/or

mileage.

15. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff, or Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

16. Plaintiff therefore brings this action on behalf of herself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one 3.5-hour shift as a non-exempt employee of Defendants in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

17. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

18. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 100 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

19. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

20. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands her obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the

proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

21. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of required minimum and overtime wages;

b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required minimum and overtime wages;

c. Whether Defendants had a common policy and/or practice of requiring Plaintiffs and Class members to undergo security and/or bag checks while off the clock;

d. Whether Defendants this policy resulted in the failure by Defendant to pay Plaintiffs and Class members required minimum and overtime wages;

e. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

f. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

g. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

h. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

i. Whether Defendants have a common policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

j. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class

Members;

k. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

l. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;

m. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

n. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law.

22. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

23. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

24. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 ("'Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.").

25. Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work under Defendants' control while off-the-clock, including but not limited to forcing or requiring Class Members to work while they were clocked out for their meal periods and/or to undergo security or bag checks while clock out at the end of their shifts.

26. Defendants further failed to pay Plaintiff and Class Members any wages for time engaged in this off-the-clock work.

27. As a result of Defendants' failure and refusal to comply with California law, Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

28. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth

herein.

29. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

30. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

31. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week due to the off-the-clock work identified above.

32. However, due to the off the clock work described above, Class Members were not paid for all work worked in excess of 8 hours per day or 40 days per week because this time was not counted for payroll purposes. Because Plaintiff and Class Members sometimes worked shifts of more than eight hours a day or forty hours a week, they should have been adequately compensated at their appropriate overtime rate of pay for this work.

33. Defendants knew or should have known that Plaintiff and Class Members did not receive overtime compensation for this work.

34. Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Meal Period Violations

(Plaintiff and Class Against Defendants)

35. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

36. At all times relevant to this complaint, Defendants knew they were obligated to provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes."

37. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

38. Defendants' policies and practices served to deprive the Class of a full 30-minute break period free of employer control or relieved of all duties. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them, or remain under Defendant's control during breaks due to Defendants' policies and practices.

39. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result of Defendants' formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

40. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required

meal period was not provided.

FOURTH CAUSE OF ACTION

Labor Code §§ 226.7 and 1198

Failure to Provide Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

41. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

42. At all times relevant to this complaint, Defendants knew they were obligated to provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

43. Labor Code § 226.7 provides:

> (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
>
> (b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

44. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No. 1. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[2] *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

45. Employees must also be free to leave the employer's premises during their rest period. *See id.* at 270 ("In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and

[2] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time."); *see also* Department of Industrial Relations, "Rest Periods," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

46. Defendants' policies and practices served to deprive the Class of the requisite number of compliant rest periods free of employer control based on their hours worked per shift. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, work through them, or remain under Defendant's control during breaks due to Defendants' policies and practices.

47. Pursuant to Wage Order No. 7 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that their actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

FIFTH CAUSE OF ACTION

Labor Code §§ 226. 226.3, and 1174

Failure to Provide Complete and Accurate Wage Statements

(Plaintiff and Class Against Defendants)

48. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

49. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of her or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

50. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Class Members' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to correctly track all hours worked and/or pay all required overtime rates further left the wage statements they provided to employees to be inaccurate.

51. Defendants' failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Class Members' ability to calculate unpaid wages earned.

52. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed. These damages include, but are not limited to, costs incurred calculating the correct net wages for each pay period and the amount of employment taxes that were not paid to state and federal tax authorities.

53. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty ($50) dollars for the initial violation and one hundred ($100) dollars for each subsequent violation, up to $4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendant's compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

54. Labor Code § 226 additionally provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 also requires that Defendants provide

55. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former employee, or her or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . ."

56. Plaintiff, through counsel, requested copies of her records kept in accordance with Labor

Code §§ 226, 432, 1174, and 1198.5.

57. Defendants did not provide Plaintiff with all records required to be produced by these statutes by the 30-day deadline.

58. Upon information and belief, Defendants have a policy and practice of denying requests for employee records to their current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and the Wage Orders.

59. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or former employee to inspect or copy records required to be kept under that section within 21 days of a request to inspect, that employer is liable to the employee for a penalty of $750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney's fees in doing so. Labor Code § 1198.5(k) sets forth that if an employer fails to permit a current or former employee to inspect or copy records relating to the employee's performance or to any grievance concerning the employee within 30 days of a request to inspect, that employer is liable to the employee for a penalty of $750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney's fees in doing so.

SIXTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff and Class Against Defendants)

60. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this paragraph, all the allegations of this Complaint.

61. Labor Code section 2802 provides that "[a]n employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

62. Defendants required Plaintiff and Class Members to use their personnel vehicles, necessary

for performance of their work duties without reimbursing those employees for gas and/or mileage for their vehicles. Defendants also required Class Members to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break, being assigned tasks, and general administrative matters.

63. Defendants further failed to reimburse a reasonable portion of the Class Members' cellphone related expenses despite requiring the use of the device and/or applications that required a data plan. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills."). Defendant further failed to reimburse Plaintiff and the Class Members for the purchase of work-related equipment.

64. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and costs. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Labor Code §§ 558, 2698, et seq.

Private Attorneys General Act ("PAGA") Penalties

(Plaintiff and Class Against Defendants)

65. Plaintiff incorporates by reference all the allegations of this Complaint as though fully set forth herein.

66. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees as well as the general public, to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders. These penalties are in addition to any other relief available under the Labor Code and are allocated seventy-five percent to the Labor and Workforce Development Agency and twenty-five percent to the affected employees.

67. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code. *See, e.g.*, *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77

(C.D. Cal. June 22, 2012) ("[F]ederal courts applying California law have concluded that stacking is appropriate."); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016) ("Finally, Plaintiff ignore the potential for stacking of PAGA penalties related to wage-and-hour claims other than the gratuities and expense reimbursement claim, i.e., meal and rest breaks, minimum wage and overtime, and workers' compensation.").

68. Plaintiff is an "aggrieved employee" under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein. Accordingly, she seeks to recover, on behalf of herself and all other current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, including civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 432, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198,[3] 1401, and 2802 and Industrial Wage Order No. 1, plus reasonable attorneys' fees and costs.

69. Representative Action. Plaintiff seeks to recover the PAGA civil penalties through a representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required, but Plaintiff may choose to seek certification of the PAGA claims.

70. Labor Code § 2699(a), which is part of PAGA, provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves or themselves and other current or former employees pursuant to the procedures specified in § 2699(a).

71. Penalties. Labor Code § 2699(f), which is part of PAGA, provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or

[3] Defendants also denied Aggrieved Employees the right to suitable seating. Wage Order No. 5 provides that "[a]ll working employees *shall* be provided with suitable seats when the nature of the work reasonably permits the use of seats." *Id.* § 11050(14)(A) (emphasis added). "When the employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats *shall* be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties." *Id.* § 11050(14)(B).

more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

72. Based on the foregoing, Plaintiff and aggrieved employees are entitled to civil penalties, to be paid by Defendants and allocated as required by PAGA in the following formula: (a) in an amount set forth as a civil penalty in the underlying statute; or (b) $100 per initial violation per employee per pay period, and $200 for each subsequent violation per employee per pay period. Plaintiff, the aggrieved employees, and the State of California are entitled to recover the maximum civil penalties allowed by law for the violations of the Labor Code and IWC Wage Order No. 7 as alleged in this Complaint.

73. Plaintiff is also entitled to recover for herself, other aggrieved employees, and the State of California, civil penalties pursuant to Labor Code § 210 (entirely independent and apart form, any other penalty provided in this article) in the amount of $100 per employee per initial violation of the timely payment requirements of Labor Code § 240 (semimonthly payments) and $200 per employee for each subsequent violation, plus 25% of the amount unlawfully withheld, and Labor Code § 558 in the amount $50 per underpaid employee for each pay period for which the employee was underpaid and for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid.

74. Procedural Requirements Met. Plaintiff electronically filed a notice of claims with the LWDA contemporaneously with this Complaint and sent a copy to Defendants by certified mail. Plaintiff has not received notice from the LWDA that it was exercising jurisdiction over the allegations set forth in the notice. As of 65 days from date of electronic filing, all requirements for administrative exhaustion for bringing these PAGA claims will have been met. Labor Code § 2699.3(a)(2).

EIGHTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

75. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully set forth herein.

76. Defendants Spencer's, Spirit Halloween, and Susson are "persons" as defined by

California Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

77. Unlawful Business Practices. Defendants' knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

78. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200.

79. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

a. Certifying the Class;

b. Appointing Plaintiff as representative of the Class;

c. Appointing Plaintiff's Counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and

G. For such other relief as this Court deems just and proper.

Dated: April 26, 2024

Respectfully submitted,

KING & SIEGEL LLP

By: Elliot J. Siegel
Elliot J. Siegel, Esq.
Attorneys for Plaintiffs

Dated: April 26, 2024

BARAHMAND LAW GROUP

By: */s/ Navid Barahmand*
Navid Barahmand, Esq.
Attorneys for Plaintiffs

Exhibit 3

FeeDate	Staff	Subject	Working Hr
10/27/2026	Marisol Contreras	finalizing motion, decl. with updated time, costs and exhibits	1.5
10/27/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/27/2026	Marisol Contreras	10.27 - Ruelas - PAGA Approval Motion (Updated by K&S) edited and reviewed	0.2
10/27/2026	Marisol Contreras	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.2
10/27/2026	Marisol Contreras	261007 - Ruelas - PAGA Approval Motion JFW Rev (Hilaire) reviewed	0.1
10/27/2026	Marisol Contreras	Siegel Decl re Spirit Halloween FINAL reviewed	0.1
10/27/2026	Marisol Contreras	10.27 Ruelas - Siegel Decl. ISO PAGA Approval Motion edited	0.4
10/26/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/25/2026	Elliot Siegel	5 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/19/2026	Marisol Contreras	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.3
10/16/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/13/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/13/2026	Marisol Contreras	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/12/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.1
10/12/2026	Elliot Siegel	7 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
10/12/2026	Elliot Siegel	261007 - Ruelas - PAGA Approval Motion JFW Rev (Hilaire) created, then edited	0.7
10/6/2026	Elliot Siegel	4 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
9/28/2026	Marisol Contreras	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.1
9/22/2026	Marisol Contreras	2026.09.21_JNT.STATEMENT_Hilaire (KS) reviewed	0.1
9/22/2026	Marisol Contreras	3 emails sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.5
9/22/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.1
9/22/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.1
9/21/2026	Marisol Contreras	Email attachment reviewed - 2026.09.21_JNT.STATEMENT_Hilaire (KS)	0.2
9/21/2026	Marisol Contreras	7 emails sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.8
9/21/2026	Marisol Contreras	Email attachment reviewed - 2026.09.21_JNT.STATEMENT_Hilaire (KS)	0.1
9/21/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
9/21/2026	Elliot Siegel	6 emails sent/reviewed regarding Spirit Halloween and Spencers - Joint Report due Mon 9/21	0.6
9/21/2026	Elliot Siegel	2026.09.21_JNT.STATEMENT_Hilaire (KS) created, then edited	0.1
9/21/2026	Marisol Contreras	Filing Joint Status Report and Serving all Parties via One Legal	0.5
9/18/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement (INTERNAL JPA)	0.1
9/15/2026	Elliot Siegel	Email attachment reviewed - 2026.08.14 Notice of Entry of Order	0.1
9/14/2026	Marisol Contreras	2 emails sent/reviewed regarding Spirit Halloween and Spencers; Siegel Decl. re Hilaire	0.1
9/14/2026	Marisol Contreras	PAGA Filing Confirmation created	0.1
9/12/2026	Marisol Contreras	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.1
9/12/2026	Marisol Contreras	Siegel Decl re Spirit Halloween FINAL edited and reviewed	2
9/12/2026	Marisol Contreras	1 email sent/reviewed regarding Spirit Halloween and Spencers; Siegel Decl. re Hilaire	0.1
9/11/2026	Marisol Contreras	Time Records 9.11.26 created, then edited	0.3
9/11/2026	Marisol Contreras	2 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.2
9/11/2026	Elliot Siegel	Siegel Decl re Spirit Halloween edited	0.1
9/11/2026	Elliot Siegel	6 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.5
9/2/2026	Elliot Siegel	260817 Ruelas Stip to Approve PAGA Settlement (plaintiffs draft) edited	0.3
9/2/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.1
9/2/2026	Elliot Siegel	5 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.3
8/31/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.1
8/28/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.1

8/28/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.3
8/27/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/27/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.1
8/20/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/20/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.2
8/17/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers: Stipulation to Approve Settlement Agreement	0.1
8/17/2026	Elliot Siegel	2026.08.14 EN Declaration iso Ruelas Stip to Approve PAGA Settlement reviewed	0.2
8/17/2026	Elliot Siegel	Siegel Decl re Spirit Halloween edited	0.5
8/17/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
8/14/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/14/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/13/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/12/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/12/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
8/11/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/10/2026	Elliot Siegel	270805 Prop Order re PAGA Settlement JFW Rev edited	0.1
8/10/2026	Elliot Siegel	260805 Ruelas Stip to Approve PAGA Settlement JFW Rev edited	0.1
8/10/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.3
8/10/2026	Elliot Siegel	7 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.5
8/7/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/7/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
7/21/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
7/17/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.3
7/16/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
7/13/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
5/22/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
5/22/2026	Elliot Siegel	14 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.4
5/22/2026	Elliot Siegel	appear at CMC	0.6
5/12/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
5/1/2026	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
3/24/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
3/16/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.4
3/6/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
3/4/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
2/23/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
2/17/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
1/29/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.2
1/23/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
1/21/2026	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
1/21/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
1/20/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
1/14/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
1/14/2026	Elliot Siegel	5 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.2
1/13/2026	Elliot Siegel	1 email sent/reviewed regarding Holmes, et. al. v. Spirit. et. al./JCCP5401	0.1
1/7/2026	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
1/6/2026	Elliot Siegel	2025.01.05.INDIV.SETTLEMENT_ GONZALES.SPIRIT.FINAL (Hilaire Redline) v1.5 edited	0.2

1/6/2026	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.2
1/5/2026	Elliot Siegel	10 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.3
12/29/2025	Elliot Siegel	1 email sent/reviewed regarding Holmes, et. al. v. Spirit. et. al./JCCP5401	0.1
12/19/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
12/19/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
12/19/2025	Elliot Siegel	1 email sent/reviewed regarding Gesser Draft of Stipulation	0.1
12/18/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
12/17/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
12/17/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
12/1/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
11/25/2025	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
11/21/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - connection issues	0.1
11/21/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
11/17/2025	Elliot Siegel	1 email sent/reviewed regarding Writ in Hilaire	0.1
11/14/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
11/13/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
11/12/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
11/12/2025	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.2
11/5/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
11/4/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers - Long Form Agreements	0.1
10/17/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
10/16/2025	Elliot Siegel	1 email sent/reviewed regarding Ramirez/Bando National: PAGA Notice	0.2
10/15/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
10/15/2025	Elliot Siegel	4 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
10/15/2025	Elliot Siegel	251007 PAGA Settlement Agreement JFW Rev KS edited	0.1
10/13/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
10/7/2025	Elliot Siegel	4 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
10/6/2025	Elliot Siegel	1 email sent/reviewed regarding In re Spencer/Spirt Halloween PAGA Cases (Settlement)	0.1
10/3/2025	Elliot Siegel	5 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.3
9/30/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/29/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/29/2025	Elliot Siegel	Petition for Writ of Mandate (Hilaire) v5 created	1.4
9/29/2025	Elliot Siegel	3 emails sent/reviewed regarding doc compare	0.1
9/26/2025	Elliot Siegel	3 emails sent/reviewed regarding Hillaire	0.1
9/23/2025	Elliot Siegel	1 email sent/reviewed regarding Hilaire Writ	0.1
9/22/2025	Elliot Siegel	pltfs counsel conf re mediation and JCCP	0.3
9/22/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/22/2025	Elliot Siegel	3 emails sent/reviewed regarding Hilaire Writ	0.1
9/19/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/18/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/17/2025	Elliot Siegel	2 emails sent/reviewed regarding In re Spencer/Spirt Halloween PAGA Cases (Settlement)	0.1
9/17/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/16/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/16/2025	Elliot Siegel	3 emails sent/reviewed regarding Hilaire Writ	0.1
9/15/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/12/2025	Elliot Siegel	1 email sent/reviewed regarding Writ in Hilaire	0.2

9/12/2025	Elliot Siegel	Petition for Writ of Mandate (Hilaire) v4 reviewed	0.2
9/12/2025	Elliot Siegel	Email attachment reviewed - Petition for Writ of Mandate (Molina) v6	0.1
9/12/2025	Elliot Siegel	Petition for Writ of Mandate (Hilaire) v3.5 reviewed	0.1
9/11/2025	Elliot Siegel	Petition for Writ of Mandate (Hilaire) v3.5 reviewed	0.1
9/11/2025	Elliot Siegel	2 emails sent/reviewed regarding Writ in Hilaire	0.1
9/11/2025	Elliot Siegel	5 emails sent/reviewed regarding Writ in Hilaire	0.2
9/10/2025	Elliot Siegel	2 emails sent/reviewed regarding Writ in Hilaire	0.1
9/9/2025	Elliot Siegel	Petition for Writ of Mandate (Hilaire) v3.5 edited	0.2
9/9/2025	Elliot Siegel	1 email sent/reviewed regarding Writ in Hilaire	0.1
9/5/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
9/2/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/26/2025	Elliot Siegel	2 emails sent/reviewed regarding Writ in Hilaire	0.1
8/26/2025	Elliot Siegel	8 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.4
8/25/2025	Elliot Siegel	2 emails sent/reviewed regarding Writ in Hilaire	0.1
8/25/2025	Elliot Siegel	Petition for Writ of Mandate (Hilaire) v2 created, then edited	0.5
8/22/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.2
8/20/2025	Elliot Siegel	review tentative ruling	0.2
8/12/2025	Elliot Siegel	call with mediator re proposal	0.4
8/12/2025	Elliot Siegel	internal pltfs call re mediators proposal	0.2
8/8/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirit Halloween and Spencers INTERNAL JPA CHAIN	0.1
8/5/2025	Elliot Siegel	2 emails sent/reviewed regarding Elisa Hilaire	0.1
8/5/2025	Elliot Siegel	1 email sent/reviewed regarding Completed: You're copied on "Elisa Hilaire Declaration"	0.1
8/4/2025	Elliot Siegel	1 email sent/reviewed regarding Hilaire v. Spencer Gifts, LLC, Spirit Halloween Superstores, LLC - Case No. 37-2024-00019642-CU-OE-CTL	0.1
7/28/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
7/23/2025	Elliot Siegel	6 emails sent/reviewed regarding Hillaire	0.1
7/23/2025	Elliot Siegel	Email attachment reviewed - Opp to MTC Arb (Hilaire)	0.1
7/23/2025	Elliot Siegel	Opp to MTC Arb (Hilaire) v2 created, then edited	0.5
7/22/2025	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween and Spencers	0.1
7/22/2025	Elliot Siegel	4 emails sent/reviewed regarding Hilaire	0.2
7/21/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers	0.1
7/21/2025	Elliot Siegel	attend and prep for mediation	5.5
7/18/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween and Spencers	0.2
7/18/2025	Elliot Siegel	1 email sent/reviewed regarding Pre-mediation call: Ruelas/Whalen/Gonzalez/Hilaire v. Spirit Halloween/Spencer Gifts	0.2
7/16/2025	Elliot Siegel	Whalen v. Spirit Halloween - Mediation Brief edited	0.3
7/16/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
7/16/2025	Elliot Siegel	6 emails sent/reviewed regarding Spencers/Spirit	0.1
7/15/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
7/15/2025	Elliot Siegel	Whalen v. Spirit Halloween - Mediation Brief reviewed	0.1
7/11/2025	Elliot Siegel	1 email sent/reviewed regarding A bill from AttorneyTalk - Hilaire v. Spencer Gifts, LLC, et al. and related cases	0.1
7/11/2025	Elliot Siegel	1 email sent/reviewed regarding A bill from AttorneyTalk - Hilaire v. Spencer Gifts, LLC, et al. and related cases	0.1
7/7/2025	Elliot Siegel	1 email sent/reviewed regarding murillo	0.1
7/7/2025	Elliot Siegel	1 email sent/reviewed regarding murillo	0.1
7/7/2025	Elliot Siegel	Holmes - Decl. of AD ISO Petition for Coordination - 07012925 created	0.1
7/7/2025	Elliot Siegel	1 email sent/reviewed regarding Hilaire v. Spencer, et al.	0.1
6/23/2025	Elliot Siegel	call with co-counsel and experts re mediation	0.4
6/13/2025	Marisol Contreras	Email attachment reviewed - 2025-05-29 Joint Stip to Cont MTCA (Hilaire)	0.1

6/13/2025	Marisol Contreras	2 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.4
6/13/2025	Elliot Siegel	4 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
6/13/2025	Elliot Siegel	9 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.2
6/13/2025	Elliot Siegel	2025-05-29 Joint Stip to Cont MTCA (Hilaire) created, then edited	0.2
6/12/2025	Elliot Siegel	2 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
6/10/2025	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween/Spencer Gifts Related Cases - Mediation	0.1
6/5/2025	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
6/5/2025	Elliot Siegel	Email attachment reviewed - Stipulation	0.1
6/2/2025	Marisol Contreras	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
5/30/2025	Elliot Siegel	2 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
5/29/2025	Elliot Siegel	2 emails sent/reviewed regarding eFiling accepted for Hilaire vs Spencer Gifts LLC [E-FILE]	0.1
5/21/2025	Elliot Siegel	3 emails sent/reviewed regarding Spirit Halloween/Spencer Gifts Related Cases - Mediation	0.3
4/25/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.3
4/25/2025	Elliot Siegel	3 emails sent/reviewed regarding Spencers/Spirit	0.1
4/24/2025	Marisol Contreras	Pltf's RFPs Set One to Spencer Gifts, LLC (Hilaire) v2 edited and reviewed	0.7
4/24/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
4/24/2025	Elliot Siegel	4 emails sent/reviewed regarding Spirit Halloween/Spencer Gifts Related Cases - Mediation	0.3
4/23/2025	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
4/23/2025	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween/Spencer Gifts Related Cases - Mediation	0.1
4/15/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
4/10/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
4/9/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.2
4/7/2025	Elliot Siegel	1 email sent/reviewed regarding Case ID: LLKZN Gonzalez, et al. v. Spirit Halloween - Monique Ngo-Bonnici, Esq. - Hearing Notice and Invoices	0.1
4/4/2025	Elliot Siegel	3 emails sent/reviewed regarding Spencers/Spirit	0.2
4/3/2025	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
4/3/2025	Elliot Siegel	9 emails sent/reviewed regarding Spencers/Spirit	0.2
4/3/2025	Elliot Siegel	1 email sent/reviewed regarding Hilaire v. Spencers	0.1
4/3/2025	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
4/3/2025	Elliot Siegel	call with all counsel re mediation	0.2
4/2/2025	Elliot Siegel	5 emails sent/reviewed regarding Spencers/Spirit	0.1
3/31/2025	Elliot Siegel	2 emails sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
3/28/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
3/28/2025	Elliot Siegel	call with co-counsel re mediation	0.2
3/27/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
3/27/2025	Elliot Siegel	9 emails sent/reviewed regarding Spencers/Spirit	0.2
3/24/2025	Elliot Siegel	2 emails sent/reviewed regarding Spencers/Spirit	0.1
3/10/2025	Elliot Siegel	4 emails sent/reviewed regarding Spencers/Spirit	0.1
3/7/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
3/6/2025	Elliot Siegel	5 emails sent/reviewed regarding Spencers/Spirit	0.2
3/5/2025	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
3/4/2025	Elliot Siegel	3 emails sent/reviewed regarding Spencers/Spirit	0.1
3/3/2025	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
2/28/2025	Elliot Siegel	2 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
2/28/2025	Elliot Siegel	1 email sent/reviewed regarding Spencers/Spirit	0.1
2/28/2025	Elliot Siegel	4 emails sent/reviewed regarding Spencers/Spirit	0.2
2/18/2025	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1

11/13/2024	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.2
11/8/2024	Elliot Siegel	2 emails sent/reviewed regarding Spencers/Spirit	0.1
10/10/2024	Marisol Contreras	1 email sent/reviewed regarding Elisa Hilaire	0.1
10/10/2024	Marisol Contreras	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
10/7/2024	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
10/4/2024	Marisol Contreras	3 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
10/4/2024	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
10/4/2024	Elliot Siegel	17 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.4
9/23/2024	Elliot Siegel	2 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
9/20/2024	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.1
9/19/2024	Elliot Siegel	2024-09-06 - Joint Stipulation to Continue MTCA Hearing edited	0.3
9/19/2024	Elliot Siegel	4 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.	0.5
9/17/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
9/17/2024	Elliot Siegel	1 email sent/reviewed regarding Gonzalez v. Spirit Halloween - Mediation	0.1
9/13/2024	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
9/13/2024	Elliot Siegel	1 email sent/reviewed regarding Spirt Halloween/Spencer Gifts Related Cases - Mediation	0.1
9/13/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
9/13/2024	Elliot Siegel	3 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
9/5/2024	Elliot Siegel	3 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
9/3/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
9/3/2024	Elliot Siegel	3 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.3
8/30/2024	Elliot Siegel	2 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/30/2024	Elliot Siegel	2 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.2
8/29/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/26/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/26/2024	Elliot Siegel	7 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.2
8/25/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/25/2024	Elliot Siegel	JPA.le.edits edited	0.1
8/21/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/21/2024	Elliot Siegel	2 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/20/2024	Marisol Contreras	Co-counseling Agreement (Spencers) reviewed	0.1
8/20/2024	Marisol Contreras	Joint Prosecution Agreement (Spencers) edited	0.6
8/20/2024	Elliot Siegel	Co-counseling Agreement (Spencers) reviewed	0.1
8/20/2024	Elliot Siegel	Joint Prosecution Agreement (Spencers) edited and reviewed	1.1
8/20/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.2
8/20/2024	Elliot Siegel	8 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.2
8/19/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/16/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/16/2024	Elliot Siegel	4 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/7/2024	Elliot Siegel	2 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/6/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/6/2024	Elliot Siegel	2 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/5/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
8/5/2024	Elliot Siegel	7 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
7/30/2024	Elliot Siegel	Co-counseling Agreement (Spencers) edited	0.2
7/30/2024	Elliot Siegel	4 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.3

7/29/2024	Elliot Siegel	1 email sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.1
7/24/2024	Elliot Siegel	17 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.7
7/18/2024	Elliot Siegel	14 emails sent/reviewed regarding Spencer Gifts/Spirit Halloween	0.5
7/15/2024	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
7/1/2024	Elliot Siegel	1 email sent/reviewed regarding Gonzalez v. Spirit Halloween Superstores	0.1
7/1/2024	Elliot Siegel	1 email sent/reviewed regarding Gonzalez v. Spirit Halloween Superstores	0.1
6/27/2024	Elliot Siegel	1 email sent/reviewed regarding Spirit Halloween Superstores, LLC	0.1
6/24/2024	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
6/24/2024	Elliot Siegel	2 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
6/5/2024	Marisol Contreras	Belaire Notice (Hilaire) reviewed	0.1
6/5/2024	Marisol Contreras	Pltf's SROGs Set One to Spencer Gifts, LLC (Hilaire) v2 reviewed	0.1
5/31/2024	Elliot Siegel	1 email sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
5/29/2024	Elliot Siegel	3 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.1
5/29/2024	Elliot Siegel	11 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.2
5/28/2024	Elliot Siegel	3 emails sent/reviewed regarding Elisa Hilaire v. Spencer Gifts, LLC, et al.; Case No. 37-2024-000196642-CU-OE-CTL	0.2
5/23/2024	Elliot Siegel	review docs provided by o/c; comm with Navid re same	0.2
5/22/2024	Elliot Siegel	1 email sent/reviewed regarding Hilaire v. Spencers	0.1
5/21/2024	Elliot Siegel	Pltf's SROGs Set One to Spencer Gifts, LLC (Hilaire) v2 created, then edited	0.1
5/21/2024	Elliot Siegel	Pltf's RFPs Set One to Spencer Gifts, LLC (Hilaire) edited	0.2
5/21/2024	Elliot Siegel	Pltf's RFPs Set One to Spencer Gifts, LLC (Hilaire) v2 created, then edited	0.1
5/21/2024	Elliot Siegel	3 emails sent/reviewed regarding Hilaire v. Spencers	0.2
5/21/2024	Elliot Siegel	6 emails sent/reviewed regarding Hilaire v. Spencers	0.1
5/21/2024	Elliot Siegel	Pltf's RFPs Set One to Barry Susson (Hilaire) v2 created, then edited	0.1
5/21/2024	Elliot Siegel	Ptlfs's RFAs Set One to Spencer Gifts, LLC (Hilaire) v2 created, then edited	0.1
5/21/2024	Elliot Siegel	Pltf's SROGs Set One to Barry Susson(Hilaire) v2 created, then edited	0.3
5/21/2024	Elliot Siegel	Belaire Notice (Hilaire) edited	0.1
5/21/2024	Elliot Siegel	Ptlfs's RFAs Set One to Susson (Hilaire) v2 created, then edited	0.1
5/3/2024	Elliot Siegel	1 email sent/reviewed regarding 1198.5/226 Claim	0.1
5/2/2024	Elliot Siegel	3 emails sent/reviewed regarding Hilaire v. Spencers	0.1
5/2/2024	Elliot Siegel	Belaire Notice (Hilaire) edited	0.2
5/1/2024	Marisol Contreras	Pltf's Affidavit of Prejudice 170.6 (Hilaire v Spencer) reviewed	0.1
5/1/2024	Elliot Siegel	4 emails sent/reviewed regarding Hilaire v. Spencers	0.1
4/29/2024	Marisol Contreras	6 emails sent/reviewed regarding Hilaire v Spencer Gifts; 170.6	0.4
4/29/2024	Marisol Contreras	Pltf's Affidavit of Prejudice 170.6 (Hilaire v Spencer) edited and reviewed	0.2
4/29/2024	Marisol Contreras	2 emails sent/reviewed regarding Elisa Hilaire v Spencer Gifts	0.2
4/29/2024	Elliot Siegel	1 email sent/reviewed regarding Hilaire v Spencer Gifts; 170.6	0.1
4/29/2024	Elliot Siegel	3 emails sent/reviewed regarding Hilaire v Spencer Gifts; 170.6	0.3
4/26/2024	Marisol Contreras	SUM-100 Summons (Hilaire) edited	0.1
4/26/2024	Marisol Contreras	PAGA Letter (Hilaire) edited and reviewed	0.2
4/26/2024	Marisol Contreras	1 email sent/reviewed regarding 1198.5/226 Claim	0.3
4/26/2024	Marisol Contreras	1 email sent/reviewed regarding Thank you for submission of your PAGA Case.	0.1
4/26/2024	Marisol Contreras	PAGA Cover Letter (Hilaire) edited and reviewed	0.1
4/26/2024	Marisol Contreras	Class Action Complaint (Hillaire) [Final] edited and reviewed	0.3
4/26/2024	Elliot Siegel	Class Action Complaint (Hillaire) v2 created, then edited	0.4
4/26/2024	Elliot Siegel	7 emails sent/reviewed regarding 1198.5/226 Claim	0.3
4/26/2024	Elliot Siegel	PAGA Letter (Hilaire) edited	0.1

4/26/2024	Elliot Siegel	Class Action Complaint (Hillaire) [Final] created, then edited	0.1
4/26/2024	Elliot Siegel	PAGA Cover Letter (Hilaire) edited	0.1
4/24/2024	Elliot Siegel	intake	1
		TOTAL	**64.7**

Exhibit 4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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

ALM LEGAL INTELLIGENCE

2015 NLJ Billing Survey

Source: National Law Journal

Category: National Law Journal

ALM Legal Intelligence, in association with The National Law Journal, reached out to law firms to provide a range of hourly billing rates for partners, associates, of counsel, and paralegals. For firms that did not report their rates to ALI directly, in many cases we were able to supplement rate data derived from public records. This year, we have anonyomized the rates and broken the data out by firm size and region.

Hourly Billing Rates for 2015

	High	Low	Median	High	Low	Median	High	Low	Median	High	Low	Median
Overall Hourly Rates	$1,295	$90	$395	$950	$50	$350	$1,120	$125	$350	$325	$25	$125

Rates by Firm Size

1 - 25 lawyers	$1,080	$90	$350	$950	$90	$300	$645	$125	$350	$325	$25	$115
26 - 150 lawyers	$1,050	$190	$460	$900	$100	$300	$620	$225	$393	$305	$75	$173
151 or more lawyers	$1,295	$100	$595	$975	$125	$325	$1,120	$270	$610	$325	$35	$220

Rates by State

AL	$725	$200	$375	$375	$175	$300	$495	$290	$393	n/a	n/a	n/a
AZ	$750	$125	$375	$750	$175	$250	$750	$250	$300	$250	$75	$125
CA	$1,080	$200	$495	$950	$300	$350	$595	$175	$450	$325	$25	$150
CO	$893	$350	$443	$642	$150	$325	$400	$325	$363	$285	$75	$158
CT	$1,200	$295	$350	$625	$175	$350	$550	$325	$438	$290	$75	$100
DC	$1,095	$975	$1,035	$655	$350	$375	$775	$275	$750	n/a	n/a	n/a
DE	$1,050	$295	$650	$850	$260	$388	$525	$260	$275	$305	$125	$235
FL	$625	$175	$375	$525	$100	$300	n/a	n/a	n/a	$255	$65	$123
GA	$500	$250	$358	$450	$110	$275	$250	$240	$245	$160	$50	$120
IL	$985	$200	$420	$710	$150	$300	$1,120	$395	$430	$215	$75	$120
IN	$400	$250	$305	$400	$200	$275	$300	$225	$295	$220	$90	$100
KY	$340	$200	$290	$350	$200	$275	n/a	n/a	n/a	$150	$75	$105
LA	$575	$150	$333	$500	$100	$250	$425	$200	$350	$285	$45	$83
MA	$650	$300	$475	$500	$260	$350	n/a	n/a	n/a	n/a	n/a	n/a
MD	$560	$250	$363	$580	$150	$325	$350	$250	$275	$280	$75	$125
MI	$375	$190	$265	$400	$125	$275	n/a	n/a	n/a	$125	$75	$103
NC	$675	$250	$425	$435	$150	$275	n/a	n/a	n/a	$180	$75	$110
NJ	$880	$250	$400	$400	$150	$298	$565	$225	$325	$195	$65	$120
NM	n/a	n/a	n/a	$350	$175	$200	n/a	n/a	n/a	n/a	n/a	n/a
NV	$450	$295	$375	$500	$200	$325	n/a	n/a	n/a	$240	$75	$152
NY	$1,295	$100	$420	$975	$90	$350	$930	$250	$573	$325	$60	$130
OH	$545	$250	$313	$330	$155	$250	n/a	n/a	n/a	$135	$85	$100
OR	$485	$315	$370	$325	$230	$300	$450	$310	$380	$220	$145	$185
PA	$875	$200	$350	$565	$86	$257	$440	$300	$325	$325	$75	$105
PR*	$300	$100	$200	$350	$100	$200	$250	$125	$188	$150	$45	$75
TN	$735	$225	$300	$350	$150	$250	$300	$270	$300	$150	$50	$90
TX	$925	$90	$395	$650	$150	$298	$740	$225	$320	$290	$35	$100
VA	$545	$220	$335	$495	$175	$295	$400	$300	$350	$325	$75	$95
WA	$965	$275	$460	$375	$150	$350	n/a	n/a	n/a	$215	$125	$143
WI	$595	$560	$578	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

n/a: data not available
*Puerto Rico is a U.S. Territory

Exhibit 6



ELM Solutions

2025 Real Rate Report® powered by LegalVIEW® DynamicInsights

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

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NOTE:
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- Uncheck Enhance thin lines (if it’s checked).
- Restart Acrobat and reopen the PDF.

A Letter to Our Readers

Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over $200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



Brian Jorgenson
Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over $200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

What's different with DynamicInsights?

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

2025 Real Rate Report use considerations

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in DynamicInsights and this report are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Examples of data to consider when reviewing rates:

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

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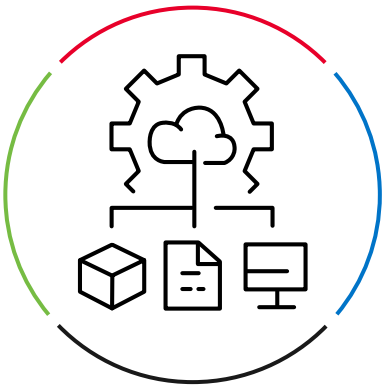
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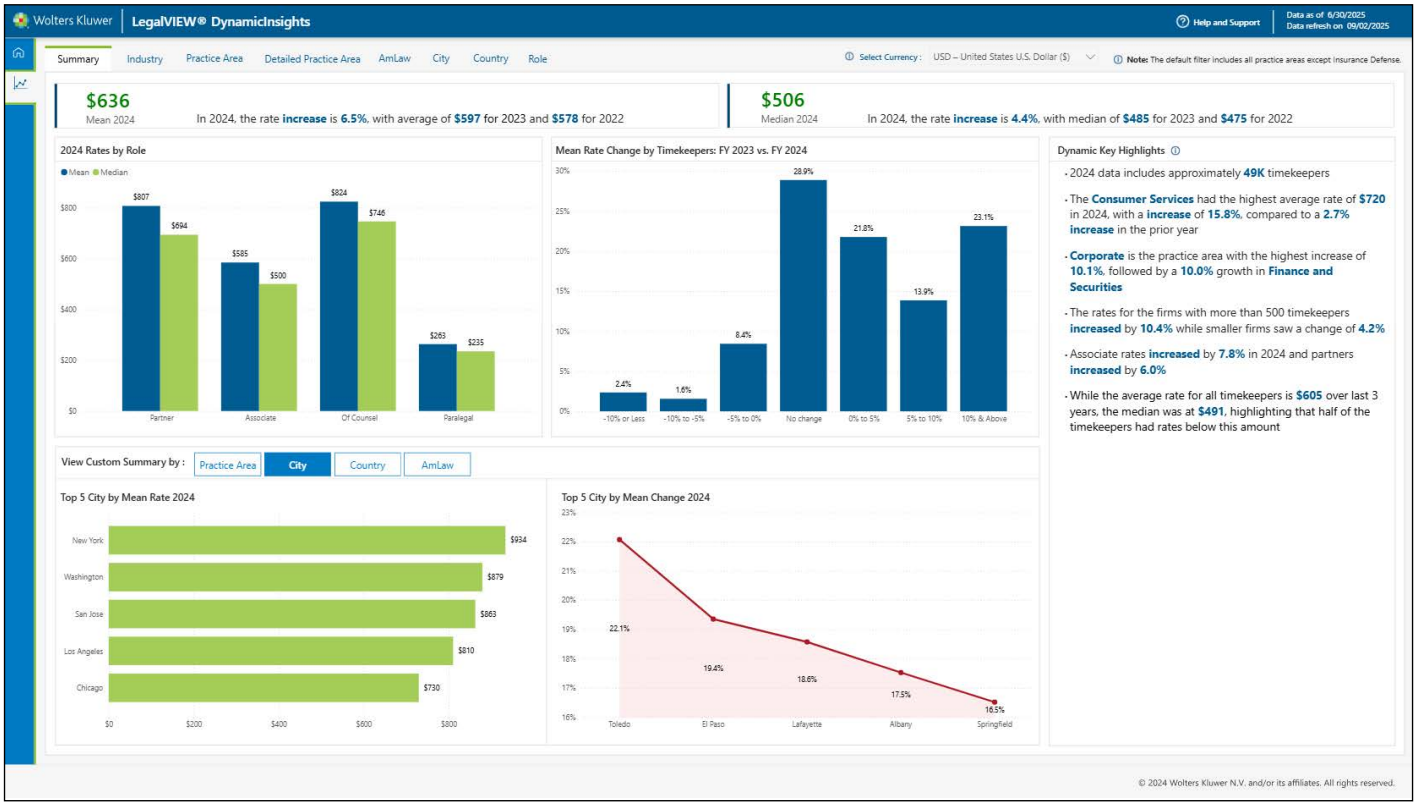
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Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

Data that wins awards...and rate negotiations

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- **Strategic Legal Spend Management:** Empowers legal teams to negotiate smarter, plan more effectively, and control costs with greater precision.
- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.





Wolters Kluwer

Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities
By Role

2025 Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Partner	565	$517	$925	$1,365	$993	$979	$913
	Associate	518	$485	$720	$982	$761	$741	$684
Louisville KY	Partner	32	$291	$395	$500	$411	$395	$380
	Associate	19	$275	$290	$342	$304	$274	$268
Madison WI	Partner	10	$275	$420	$491	$420	$443	$563
Memphis TN	Partner	22	$325	$394	$470	$404	$428	$387
Miami FL	Partner	191	$250	$525	$733	$547	$570	$575
	Associate	128	$175	$330	$479	$357	$389	$393
Milwaukee WI	Partner	32	$364	$459	$649	$524	$581	$525
	Associate	18	$322	$455	$690	$498	$462	$404
Minneapolis MN	Partner	138	$475	$694	$918	$692	$673	$637
	Associate	111	$333	$450	$620	$485	$467	$432

Section I: High-Level Data Cuts

Cities
By Years of Experience

2025 Real Rates for Partner **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2025	2024	2023
Phoenix AZ	21 or More Years	25	$350	$490	$674	$559	$499	$540
Pittsburgh PA	Fewer Than 21 Years	41	$501	$600	$810	$669	$658	$599
	21 or More Years	72	$480	$691	$860	$705	$733	$669
Portland ME	21 or More Years	18	$386	$435	$484	$418	$421	$381
Portland OR	Fewer Than 21 Years	17	$402	$465	$525	$599	$536	$509
	21 or More Years	32	$470	$525	$639	$594	$607	$553
Raleigh NC	21 or More Years	12	$396	$475	$510	$489	$477	$477
Richmond VA	Fewer Than 21 Years	10	$604	$703	$855	$707	$746	$687
	21 or More Years	24	$431	$713	$1,084	$739	$756	$726
Salt Lake City UT	Fewer Than 21 Years	12	$395	$447	$459	$422	$445	$412
	21 or More Years	16	$350	$463	$521	$480	$433	$407
San Diego CA	21 or More Years	33	$438	$785	$1,334	$894	$898	$882

Section II: Industry Analysis

All data and analysis based on data collected thru Q2 2025

Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and Matter Type

2025 - Real Rates for Associate and Partner **Trend Analysis - Mean**

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	**Litigation**	Partner	27	$393	$495	$613	$509	$463	$436
		Associate	19	$400	$475	$493	$437	$387	$370
Employment and Labor: Other	**Litigation**	Partner	24	$564	$692	$1,252	$956	$782	$683
		Associate	14	$384	$469	$564	$553	$484	$458
	Non-Litigation	Partner	25	$450	$574	$695	$579	$573	$548
		Associate	25	$397	$450	$525	$465	$472	$456
Intellectual Property: Patents	**Non-Litigation**	Partner	41	$350	$595	$691	$605	$652	$634
		Associate	51	$208	$373	$517	$382	$378	$389
Real Estate: Leasing	**Non-Litigation**	Partner	17	$410	$539	$865	$616	$664	$667
		Associate	10	$278	$404	$617	$482	$444	$478
Real Estate: Other	**Non-Litigation**	Partner	58	$480	$626	$940	$694	$612	$540
		Associate	39	$320	$460	$733	$503	$468	$415

Exhibit 7

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

-----Original Message-----
From: noreply@salesforce.com <noreply@salesforce.com> On Behalf Of LWDA DO NOT REPLY
Sent: Friday, April 26, 2024 2:35 PM
To: Marisol Contreras <marisol@kingsiegel.com>
Subject: Thank you for submission of your PAGA Case.

4/26/2024

LWDA Case No. LWDA-CM-1024826-24
Law Firm : King & Siegel LLP
Plaintiff Name : Elisa Hilaire
Employer: Spencer Gifts, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

September 12, 2026

Marisol Contreras
724 South Spring Street
Los Angeles CA 90014

Fee summary for 00746

$1840.40

Grand Total

Date	User	Service	Description	Subtotal	Sales Tax	Total
06/13/2025	Marisol Contreras	CA : File To Existing	#19731449 - Hilaire vs Spencer Gifts LLC [E-FILE]: Stipulation - Fee Due (2 filings)	$40.70	$0.00	$40.70
05/21/2024	Josue Avila	CA : File To Existing	#22066158 - Elisa Hilaire v Barry Susson: Notice of Change of Address / Telephone Number (1 filing)	$14.95	$0.00	$14.95
05/13/2024	Marisol Contreras	CA : File To Existing	#22057571 - Elisa Hilaire v Barry ...: Proof of Service of 30-day Summons & Complaint ... (1 filing)	$14.95	$0.00	$14.95
05/06/2024	Marisol Contreras	CA : File To Existing	#22050275 - Elisa Hilaire v Barry ...: Proof of Service of 30-day Summons & Complaint ... (1 filing)	$14.95	$0.00	$14.95
05/06/2024	Marisol Contreras	CA : File To Existing	#22050268 - Elisa Hilaire v Barry ...: Proof of Service of 30-day Summons & Complaint ... (1 filing)	$14.95	$0.00	$14.95
05/03/2024	Marisol Contreras	InfoTrack : Process Serving	#10983318 - Hilaire vs Spencer Gifts LLC [E-FILE]: Barry Susson	$145.00	$0.00	$145.00
05/03/2024	Marisol Contreras	InfoTrack : Process Serving	#10983317 - Hilaire vs Spencer Gifts LLC [E-FILE]: Spirit Halloween Superstores LLC	$40.00	$0.00	$40.00
05/03/2024	Marisol Contreras	InfoTrack : Process Serving	#10983316 - Hilaire vs Spencer Gifts LLC [E-FILE]: SPENCER GIFTS LLC	$40.00	$0.00	$40.00
04/29/2024	Marisol Contreras	InfoTrack : Courtesy Copy	Affidavit - Other (1 document)	$50.00	$0.00	$50.00
04/29/2024	Marisol Contreras	CA : File To Existing	#22044259 - Elisa Hilaire v Barry Susson: Affidavit - Other (1 filing)	$14.95	$0.00	$14.95
04/26/2024	Marisol Contreras	CA : New Case Filing	#22042923 - Elisa Hilaire v Spencer Gifts LLC: Complaint (3 filings)	$1449.95	$0.00	$1449.95

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213.389.6050
www.marsiliation.com

DATE	INVOICE #
5/1/2025	110426
DUE DATE	
6/21/2025	

BILL TO

King & Siegel LLP
c/o Elliot J. Siegel
724 S. Spring St., Suite 201
Los Angeles, CA 90014

Barahmand Law Group
c/o Navid Barahmand
7324 Sepulveda Blvd., Suite B
Van Nuys, CA 91405

MEDIATION DATE
7/21/2025

DESCRIPTION	AMOUNT
Plaintiff's share of Mediation services. Ruelas/Whalen/Gonzalez/Hilaire v. Spirit Halloween/Spencer Gifts Reference #: MM-20252107 Mediation Date: 7/21/2025	3,600.00

Make checks payable to Marsili Mediation Inc.
Tax I.D.# 86-2600060

TOTAL $3,600.00

INVOICE

Invoice # 3655 - KS
Date: 07/06/2025
Due On: 08/05/2025

AttorneyTalk

35628 Alexis Court
Beaumont, CA 92223
Phone: (669) 999-0987
Email: team@attorneytalk.com

King & Siegel LLP
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

03643-King & Siegel LLP

Hilaire v. Spencer Gifts, LLC, et al. and related cases (Spencer Gifts, LLC; Spirit Halloween Superstores, LLC)

Type	Date	Notes	Quantity	Rate	Total
Service	06/22/2025	Mediation Data Analysis	5.40	$450.00	$2,430.00
Service	06/23/2025	Mediation Data Analysis	6.60	$450.00	$2,970.00
Service	07/01/2025	Mediation Data Analysis	0.70	$450.00	$315.00
Service	07/04/2025	Mediation Data Analysis	2.50	$450.00	$1,125.00
Service	07/05/2025	Mediation Data Analysis	8.40	$450.00	$3,780.00
Service	07/06/2025	Mediation Data Analysis	6.30	$450.00	$2,835.00

Subtotal **$13,455.00**

Invoice Discount **$12,230.59**

Cost Division by Law Firm: King & Siegel LLP: $1,224.41 Barahmand Law Group: $1,224.40 Diversity Law Group, A P.C.: $4,547.79 Lavi & Ebrahimian, LLP: $3,229.20 Justice For Workers P.C.: $3,229.20

Total **$1,224.41**

Please make all amounts payable to: AttorneyTalk

Please pay within 30 days.

Pay Bill

You scheduled a payment

Amount you'll pay to ATTORNEY TALK (...3641)

$1,224.41

Deliver by Jul 17, 2025

Payee name:	ATTORNEY TALK
Status:	Funded
[redacted]	
Message to recipient:	Inv 3655

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