

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS

This Settlement Agreement and Release of Private Attorneys General Act Claims (“Settlement Agreement”) is made by and between, on the one hand, Plaintiff Michelle Schwanke (“Plaintiff”, “Schwanke”) individually, and on behalf of all other similarly situated PAGA Members and the State of California, and on the other hand, Defendant Body Concepts By Orange Twist 1 Corp. (“Defendant”, “Orange Twist”). Plaintiff and Defendant are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” or “Lawsuit” means and refers to *Schwanke v. Body Concepts by Orange Twist 1 Corp*, Los Angeles County Superior Court Case No. 24STCV06778 initiated on March 18, 2024. The Operative Complaint in the Action is the First Amended Complaint filed on May 17, 2024.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees that worked for Defendant at any location in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defense Counsel” means CDF Labor Law, LLP.
- 1.10. “Effective Date” means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.

- 1.11. “Gross Settlement Amount” or “GSA” means \$200,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Court’s approval of the settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.18. “PAGA Counsel” or “Plaintiff’s Counsel” means Alan Harris and Priya Mohan of Harris and Ruble.
- 1.19. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.20. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” or “Statutory Period” means the time period from February 22, 2023 through March 12, 2025.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. “PAGA Notice” means Plaintiff’s February 22, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.26. “PAGA Representative” means the named Plaintiff in the Operative Complaint in the Action.
- 1.27. “PAGA Representative Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action
- 1.28. “Plaintiff” means Michelle Schwanke, the named Plaintiff in the Action.
- 1.29. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.30. “Released Parties” means: Defendant, as well as Orange Twist, LLC the Management Services Organization to Body Concepts By Orange Twist 1 Corp, and each of its former and present directors, officers, shareholders, agents, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32. “Defendant” means named Defendant Body Concepts By Orange Twist 1 Corp.

2. RECITALS

2.1 Plaintiff is a former hourly-paid, non-exempt employee of Defendant, who worked from February 2022 to April 2023.

2.2 Plaintiff contends she suffered one or more violations of the Labor Code during her employment with Defendant and that she is an “aggrieved employee” under Private Attorneys General Act of 2004 (“PAGA”).

2.3 Pursuant to PAGA, on February 22, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting his contentions (“PAGA Notice”). On or about February 22, 2024, Plaintiff sent a PAGA Notice to the LWDA, with a copy to Defendant, alleging the following claims against Defendant: (1) Failure to provide payroll records in violation of Cal. Lab. Code (“Code”) § 226(b); (2) Failure to provide personnel records in violation of Code § 1198.5; (3) Failure to provide records in violation of Code § 432; (4) Failure to timely pay wages during employment in violation of Code §§ 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code § 203; (6) Wages by check on which payment refused under Code § 203.1; (7) Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage statements in violation of Code § 226(a); (9) Failure to provide sick leave information under Code §§ 245.5 and 246; (10) Failure to furnish information under Code § 2810.5; (11) Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code § 226.7 and Wage

Order §12; (13) Improper classification of employees as independent contractors in violation of Code § 226.8; (14) Failure to reimburse necessary business expenses under Code § 2802; (15) Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198; (16) Failure to keep complete and accurate payroll records; (17) Failure to furnish reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to provide rest day in violation of Code § 551; (19) Failure to provide seating in violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code § 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against “whistleblowing” employees in violation of Code § 1102.5; (23) Discrimination, discharge for exercise of employee rights in violation of Code § 98.6; (24) Improper payment of wages from out of state bank in violation of Code § 212.

2.4 On March 18, 2024, Plaintiff filed a Class Action and PAGA Action in the Los Angeles County Superior Court Case No. 24STCV06778 against Defendant. The First Amended Complaint, filed on May 17, 2024, is the Operative Complaint. The Lawsuit is predicated on the alleged: (1) Failure to Pay Minimum Wages and Overtime; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Provide Rest Breaks; (4) Continuing Wages under Labor Code §§ 201, 201.3, and 203.; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Employment Records (Payroll Records); (7) Failure to Provide Employment Records (Personnel); (8) Violation of California Business & Professions Code Section 17200, *et seq.*; and (9) Violation of the Private Attorneys General Act.

2.5 On April 11, 2025, Defendant filed a Motion to Compel Plaintiff’s claims to binding arbitration. On May 19, 2025, the Court granted Defendant’s Motion to Compel Arbitration, which required Plaintiff to submit her individual claims to arbitration and dismiss her class action claims, as well as ordered a stay of the representative action pending resolution of Plaintiff’s individual claims.

2.6 After an informal exchange of relevant information, on March 12, 2025, the Parties engaged in mediation with the mediator Chad Anderton that, after continued negotiations, resulted in the settlement of Plaintiff’s PAGA Lawsuit via a mediator’s proposal, subject to the Court’s approval.

2.7 Defendant denies all the allegations in the Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

2.8 The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit. Pursuant to discovery, Defendant produced documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties have had ample opportunity to evaluate their positions on the merits of the claims asserted.

3. MONETARY TERMS

3.1. Gross Settlement Amount. The Gross Settlement Amount is defined above in Paragraph 1.11.

3.2. Timing of Defendant's Payment. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 business days after the Court's approval of this Agreement.

3.3. Non-Reversion. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.4.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount which, unless is currently estimated to be sixty six thousand six hundred and sixty seven dollars (\$66,667.00) and PAGA Counsel Litigation Expenses Payment of not more than twenty thousand dollars (\$20,000.00). Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Defendant will not oppose PAGA Counsel's request for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.2. To Plaintiff: A PAGA Representative Payment of not more than five thousand dollars (\$5,000.00). If the Court approves a PAGA Representative Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.4.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,850.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,850.00 the difference between \$3,850.00 and the actual Settlement Administration Costs shall be included in the Net Settlement Amount.

3.4.4. To the LWDA and Aggrieved Employees: 25% of the PAGA Penalties to be paid from the Net Settlement Amount allocated to the Individual PAGA Payments, and 75% of the PAGA Penalties to LWDA to be paid from the Net Settlement Amount in settlement of PAGA claims allocated to the LWDA PAGA Payment.

3.4.4.1. The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by: (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the

result by the number of PAGA Period Pay Periods worked by each Aggrieved Employee's. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.4.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS form 1099-MISC, box 3 (Other Income).

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represented there were no more than 3,305 Pay Periods worked by Aggrieved Employees during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 calendar days of the Court's approval of the Motion for Approval of the PAGA Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form dictated by the Administrator. To protect Aggrieved Employee's privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Agreement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount as set forth in Paragraph 3.2, above.

4.4. Payments from the Gross Settlement Amount. Within 15 calendar days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator

must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF PAGA CLAIMS

5.1. Upon approval by the Court of this Settlement, and subject to Defendant's payment of the GSA, Plaintiff, PAGA Members, and Plaintiff's counsel will release claims against all Released Parties as follows:

- 5.1.1. Plaintiff, individually and in her representative capacity on behalf the State of California, and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA arising during employment by Defendant in California in a non-exempt position during the PAGA Period, based on the factual and legal allegations pled in the operative First Amended Complaint or alleged in the PAGA Notice to recover civil penalties pursuant to PAGA for any alleged violations of the California Labor Code sections, claims, and theories expressly pleaded or that could have been pleaded in the Action, including, but not limited to, claims for alleged violations of California Labor Code, including, but not limited to sections 201, 201.3, 202 204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 245.5, 246. 351, 432, 510, 512, 515, 551, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, 2698, et seq., violations of IWC Wage Orders, or for the following alleged violations: (1) Failure to provide payroll records in violation of Code § 226(b); (2) Failure to provide personnel records in violation of Code § 1198.5; (3) Failure to provide records in violation of Code § 432; (4) Failure to timely pay wages during employment in violation of Code §§ 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code § 203; (6) Wages by check on which payment refused under Code § 203.1; (7) Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage statements in violation of Code § 226(a); (9) Failure to provide sick leave information under Code §§ 245.5 and 246; (10) Failure to furnish information under Code § 2810.5; (11) Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code § 226.7 and Wage Order § 12; (13) Improper classification of employees as independent contractors in violation of Code § 226.8; (14) Failure to reimburse necessary business expenses under Code § 2802; (15) Failure to pay minimum and overtime wages in violation of Code §§

510, 515, 558, 1194, and 1198; (16) Failure to keep complete and accurate payroll records; (17) Failure to furnish reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to provide rest day in violation of Code § 551; (19) Failure to provide seating in violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code § 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against “whistleblowing” employees in violation of Cal. Lab. Code § 1102.5; (23) Discrimination, discharge for exercise of employee rights in violation of Code § 98.6; (24) Improper payment of wages from out of state bank in violation of Code § 212.

5.1.2. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a judgment in “a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding,” which the Final Order shall so reflect. The Final Order shall not bind or release Plaintiff or the PAGA Members’ individual wage claims (or other individual claims). However, in accordance with *Arias*, the Final Order shall be binding on the State of California, the LWDA, Plaintiff and the PAGA Members as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the PAGA Members mailed together with their Settlement payment checks and IRS 1099 Forms.

5.2 Exclusions to the PAGA Released Claims. The releases above expressly exclude all other claims, including without limitation, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims arising outside of the PAGA Period and as alleged in the Operative Complaint.

6. SETTLEMENT APPROVAL AND IMPLEMENTAL PROCEDURES

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator; and (vi) a notice of settlement to the LWDA. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Agreement no later than 30 days after the full execution of this Agreement and, if necessary,

obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Agreement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

8. CONTINUING JURISDICTION OF THE COURT

8.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. ADDITIONAL PROVISIONS

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

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

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

9.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.5. Dismissal. Upon the Court's approval of this Agreement and payment of all sums required by this Agreement, Plaintiff shall file a request for dismissal of Plaintiff's individual and representative PAGA claim as to Defendant with prejudice. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

9.6. Severability. If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

9.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

9.8. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied

upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

9.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

9.12. Cooperation in Drafting. The Parties and their respective counsel have cooperated in the drafting and preparation of this Agreement. Accordingly, this Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

9.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data. PAGA Counsel may retain copies of the Aggrieved Employee Data in its file to the extent required by the California Business and Professions code.

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

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

9.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alan Harris
Priya Mohan
HARRIS AND RUBLE
655 North Central Avenue, 17th Floor
Glendale CA 91203

To Defendant:

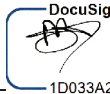
Todd R. Wulffson
Alessandra C. Whipple
John S. Keeney
Tyler J. Angelini
CDF Labor Law, LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612

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

9.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: 8/29/2025

By:  1D033A2595ED41E...
Plaintiff, Michelle Schwanke

Dated: _____

By: _____
Defendant Body Concepts By Orange Twist
1 Corp.

By: _____

Its: _____

AS TO FORM:

HARRIS AND RUBLE

Dated: August 29, 2025

By: 
Alan Harris, Attorney for Plaintiff

CDF Labor Law, LLP

Dated: _____

By: _____
Todd R. Wulffson, Attorney for Defendant
Body Concepts By Orange Twist 1 Corp.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: _____

By: _____
Plaintiff, Michelle Schwanke

Dated: 09/03/2025

By: 
Taylor Pollei (Sep 3, 2025 13:52:25 PDT)
Defendant Body Concepts By Orange Twist
1 Corp.
Taylor Pollei
By: _____
Its: TRP Owner

AS TO FORM:

HARRIS AND RUBLE

Dated: _____

By: _____
Alan Harris, Attorney for Plaintiff

CDF Labor Law, LLP

Dated: 9/12/2025

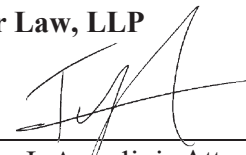
By: 
Tyler J. Angelini, Attorney for Defendant
Body Concepts By Orange Twist 1 Corp.

Exhibit A

NOTICE OF PAGA SETTLEMENT

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

A court-approved settlement has been reached in the lawsuit entitled *Schwanke v. Body Concepts by Orange Twist 1 Corp.*, Los Angeles County Superior Court Case No. 24STCV06778 (the “Lawsuit”).

The Lawsuit was filed against Body Concepts By Orange Twist 1 Corp. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Lawsuit was brought by Michelle Schwanke (“Plaintiff”) a former employee of Defendant, on behalf of the State of California and other allegedly aggrieved employees.,

On **XXXX**, the Los Angeles County Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (PAGA). Under the PAGA statute, 75% of the penalties are paid to the State of California’s Labor and Workforce Development Agency (LWDA) and the remaining 25% of the penalties are paid to the employees of Defendant who were allegedly affected by the alleged violations of the California Labor Code. Specifically, the portion of PAGA penalties distributed to each PAGA Aggrieved Employee shall be calculated by dividing the number of PAGA Period Pay Periods worked by an aggrieved employee during the covered period (February 22, 2023, to March 12, 2025) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the covered period and multiplying that amount by the amount of PAGA penalties awarded to the Aggrieved Employees.

By way of this Settlement, Defendant has been released from claims the State of California can pursue for Labor Code violations committed against you and for any and all claims and causes of action that were asserted or could have been asserted pursuant to Labor Code Section 2698 *et seq.* (also known as “PAGA”) for violations of Labor Code Sections 201, 201.3, 202, 204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 245.5, 246, 351, 432, 510, 512, 515, 551, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, 2698, *et seq.*, violations of IWC Wage Orders, or for the following alleged violations: (1) Failure to provide payroll records in violation of Code § 226(b); (2) Failure to provide personnel records in violation of Code § 1198.5; (3) Failure to provide records in violation of Code § 432; (4) Failure to timely pay wages during employment in violation of Code §§ 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code § 203; (6) Wages by check on which payment refused under Code § 203.1; (7) Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage statements in violation of Code § 226(a); (9) Failure to provide sick leave information under Code §§ 245.5 and 246; (10) Failure to furnish information under Code § 2810.5; (11) Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code § 226.7 and Wage Order § 12; (13) Improper classification of employees as independent contractors in violation of Code § 226.8; (14) Failure to reimburse necessary business expenses under Code § 2802; (15) Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198; (16) Failure to keep complete and accurate payroll records; (17) Failure to furnish reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to provide rest day in violation of Code § 551; (19) Failure to provide seating in violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code § 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against “whistleblowing” employees in violation of Cal. Lab. Code § 1102.5; (23) Discrimination, discharge for exercise of employee rights in violation of Code § 98.6; (24) Improper payment of wages from out of state bank in violation of Code § 212.

The Court’s Final Order shall be binding on the State of California, the LWDA, Plaintiff and the PAGA Members as to the Released PAGA Claims

By cashing this check, you will NOT give up any of your individual rights and/or claims.

The Court has not ruled on the merits of the above referenced lawsuit. Defendant denies any liability or wrongdoing and contends, among other things, it complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the lawsuit is without merit.

You are receiving money under the Settlement because you are or were employed by Defendants in a non-exempt position in California from February 22, 2023, to March 12, 2025. Your settlement amount is <<**\$ Amount**>>. Your enclosed check is valid for one hundred and eighty (180) days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the California Unclaimed Property Fund in your name.

If you have any questions, you may contact the settlement administrator.

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT

Exhibit 2

California Labor & Employment Law Review

Official Publication of the California Lawyers Association Labor and Employment Law Section

AUTHORS*



Jennifer Kramer



Steven G. Pearl



Julie R. Trotter

MCLE SELF-STUDY:

PAGA AT 20: WHAT HAPPENS WHEN CASES GO TO TRIAL?

Attorneys largely overlooked the Private Attorneys General Act (PAGA)¹ the first few years after it became law. According to data from the California Department of Industrial Relations, just four PAGA notices were submitted in 2004, the year PAGA went into effect.²

In 2011, the U.S. Supreme Court decided *AT&T Mobility LLC v. Concepcion*,³ holding that the Federal Arbitration Act⁴ preempted a California rule that invalidated certain class action waivers in arbitration agreements. Employers responded by increasing the use of mandatory arbitration clauses that waived employees' rights to file or participate in class action lawsuits. Employees and their lawyers responded by turning to PAGA—one of the only tools left to prosecute representative actions.

In 2013, 444 PAGA notices were submitted; the next year, that number jumped ten-fold to 4,134. In the second decade of PAGA's existence, between 2014 and 2023, there have been an average of more than 5,500 PAGA notices per year—reaching a high of almost 8,000 in 2023.

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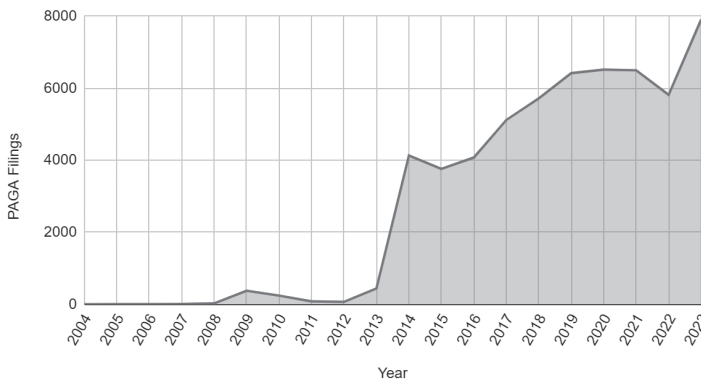
CASES PENDING BEFORE THE CALIFORNIA SUPREME COURT

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PAGA Filings per Year



IN 2013, 444 PAGA NOTICES WERE SUBMITTED; THE NEXT YEAR, THAT NUMBER JUMPED TEN-FOLD TO 4,134.

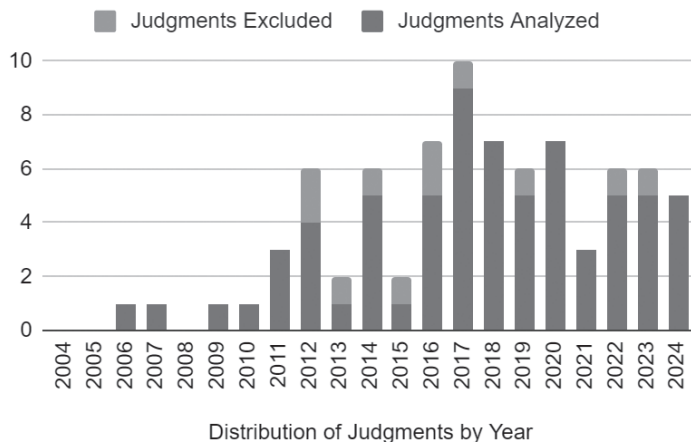
Despite the increased prevalence of PAGA actions, relatively few have gone to trial, and most practitioners seem to have a limited understanding of what happens when they do. This study seeks to fill that information gap so that practitioners and parties can base their decisions on empirical, rather than anecdotal, evidence.

A NOTE ON METHODOLOGY

The authors collected 78 judgments in PAGA actions that have gone to trial over the last 20 years. In addition, we reviewed pre-trial and post-trial briefing, statements of decision, orders on attorney fees, as well as appellate decisions and also interviewed trial counsel to obtain additional information.

The judgments range from 2006 to 2024, peaking in 2017. While the distribution of judgments by year suggests that additional judgments likely exist, particularly after 2017, the authors are confident that the summary statistics reported here provide significant coverage of the population of PAGA trials and significant insight into the way in which trial courts have handled these cases.

Judgments



From the 78 judgments obtained, the authors excluded four default judgments and one uncontested matter where

the defendant did not appear for trial. In all but one of those cases, the trial court awarded 100% of the penalties requested, rendering the results of little analytical value. In addition, we excluded three matters that lacked sufficient information for meaningful analysis. In total, then, the data set analyzed included 70 judgments.

A unique question arose as to how to address cases that went to trial a second time on remand after appeal—that is, whether to include both trial results, or only the final judgment entered after remand. While either method would be defensible, we chose a middle path. In each of these cases, the plaintiffs won, the judgment was reversed in part on appeal, and the plaintiffs won on remand. We counted these cases as one plaintiff win each, as counting them twice would have inflated the number of plaintiff wins. However, on issues such as appellate reversal rates, stacking, and subsequent penalty rates, we analyzed each result separately.

HOW OFTEN DO PLAINTIFFS WIN?

It is difficult to analyze win rates without first determining what a PAGA win looks like. As noted, results in several uncontested cases were excluded as having little analytical value.

However, looking at results in contested matters yielded far more useful data. In contested matters, trial courts found labor code violations in 49 of the 70 cases in the data set, or 70%. However, courts declined to award PAGA penalties in eight of those cases, which cannot be considered plaintiff wins in any real sense. Accordingly, courts awarded civil penalties in 41 of the 70 cases, or 58.6%.

WHAT CLAIMS PREVAIL MOST OFTEN?

Certain types of cases definitely resulted in higher win rates for plaintiffs than others. Stand-alone wage statement violation cases⁵ are undefeated, with 12 plaintiff wins and no losses. Retaliation cases brought under PAGA have resulted in two wins and one loss. In the middle of the pack, cases involving breaks tend to favor employees, with 11 wins and three losses. And cases involving multiple forms of violations—including wage loss, break violations, and

unreimbursed expenses—are closer to break-even, with nine wins for employees and six losses. Wage loss cases also tended to favor employees, with seven wins and three losses.

A look at cases that include wage claims, whether alone or in combination, revealed:

- three off-the-clock losses and one win;
- two misclassification as independent contractor wins and one loss;
- three misclassification as exempt losses and one win;
- four unpaid wage wins and two losses;
- six unpaid overtime wins and two losses;
- one unpaid commission win; and
- three rounding losses, with two reversed on appeal.

Most surprising is the string of losses in suitable seating cases, with five losses and no wins. However, there are numerous reported settlements of suitable seating cases in which both sides determined it was in their best interests to reach a resolution.

Another area examined is what types of cases garner the highest penalty awards. This is where section 226 starts to look less promising for plaintiffs. The awards for paystub violations were low: \$5.20 to \$55 per pay period. As evidenced in the relevant judgments, judges took into consideration the “willfulness” of the employer in deciding to exercise their discretion to lower the awards—evaluating such factors as whether there was evidence of ill motive, whether employees had made complaints, difficulties encountered when trying to “fix” wage statements, and lack of “injury.” In one case, the judge considered a separate class settlement of statutory penalties to lower the award of civil penalties in a PAGA-only case.

The higher penalty awards have tended to come in cases with multiple, disparate violations. For example, the court in the 2021 case of *Bernstein v. Virgin America*⁶ awarded \$406 per pay period for violations involving unpaid wages, meal and rest breaks, and wage statements. However, after an appeal, that per pay period award came out to \$174.25.

DO CASES INVOLVING INDIVIDUAL OR CLASS CLAIMS DIFFER?

In the 17 cases in which the employee tried class and PAGA violations, liability was found, and penalties were awarded, in 78% of them. Liability was found in class+PAGA cases involving unpaid wages (three), breaks (four), wage statements (six), and violation of a living wage ordinance

(one). On the other hand, employer wins included breaks (two), day of rest (one), and misclassification as exempt (one).

In the 32 cases in which employees brought individual claims with PAGA representative claims, liability was found, and penalties were awarded, in 65% of them.

Employee wins included exemption misclassification (three), combination cases (five), section 226 (four), breaks (four), unpaid wages (two), independent contractor misclassification (two), and retaliation (two).

Employer wins included exemption misclassification (two), combination cases (two), unpaid wages (one), misclassification as independent contractors (one), and retaliation (one).

Surprisingly, in the 17 PAGA-only cases, 74% resulted in a defense verdict. Employer wins included breaks (two), combination cases (three), suitable seating (five), and unpaid wages (one). Most of these verdicts appear to be a product of failure of proof. Employee wins in PAGA-only cases include breaks (two), combination cases (two), and section 226 (two).

WHAT PENALTIES ARE REQUESTED AND AWARDED?

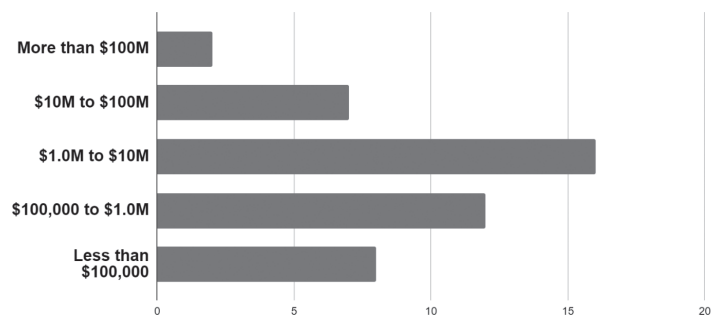
In the 70 judgments analyzed, the median request was approximately \$2.3 million. In other words, half of the plaintiffs’ requests were higher than \$2.3 million, and half were lower than \$2.3 million. The median amount awarded by the trial court was \$150,000, or 6.6% of the median request.⁷

The authors believe that the median figures are more useful than the average, also known as the mean, because a small number of very large cases pushed the average or mean dramatically higher than the median. The mean request was almost \$13.7 million, and the mean award was just over \$3 million.

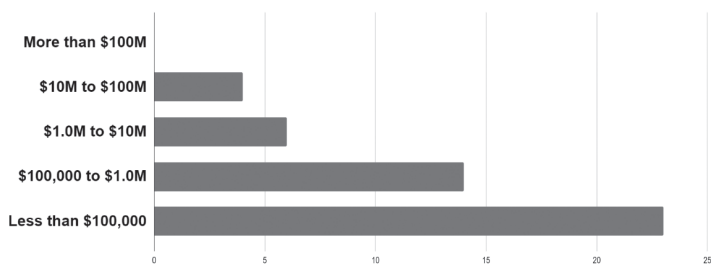
ANOTHER AREA EXAMINED IS WHAT TYPES OF CASES GARNER THE HIGHEST PENALTY AWARDS. THIS IS WHERE SECTION 226 STARTS TO LOOK LESS PROMISING FOR PLAINTIFFS.

The following charts show the reason for this disparity between the median and mean values. Approximately half of the cases (22 out of 45) included requests lower than \$1.3 million, and approximately half (23 out of 45) include requests above \$1.3 million, but two cases with requests well over \$100 million push the mean to almost \$14 million.⁸

Amounts Requested



Amounts Awarded



Similarly, 23 of the 47 awards are less than \$150,000, 23 out of 47 are more than \$150,000, and one award was exactly \$150,000, making the median \$150,000. However, three very large awards: two for \$25 million and one for \$54 million—all of which were reversed on appeal—raise the mean to over \$3 million.⁹

Judgments that were reversed on appeal were included here because the purpose of the study was to determine what happens at the trial court level. Eliminating these cases would have reduced the data set and eliminated useful information on trial court wins and losses, stacking, reductions, and appellate reversal rates, among others.

HOW MUCH IS REQUESTED AND AWARDED PER PAY PERIOD?

Evaluating results at trial requires an understanding of the amounts requested and awarded per pay period, which was difficult to discern. First, nearly 40% of all trials were bifurcated in some manner—for example, liability, then penalties; or class tried to jury, then PAGA tried to court.¹⁰ Where plaintiffs lost in the first phase of trial, the trial briefs, statements of decision, and judgments most often do not include pay period counts.

Second, even in cases that were tried on penalties—either because they were not bifurcated or because the plaintiff won on liability in a bifurcated trial—pay period data was difficult to determine. Ultimately, we were able to discern the number of pay periods in 36 of the plaintiffs' requests and in 41 of the trial court awards.¹¹

Based on that data, the median case had just under 4,600 pay periods, and the median request was approximately \$325 per pay period. Where courts found labor code violations and awarded penalties, the median number of pay periods involving violations was just over 3,400, and the median award was \$100.00 per pay period.

HOW OFTEN DO TRIAL COURTS REDUCE PENALTIES?

Trial courts exercised their discretion to reduce penalties in 27 of the 49 cases (55%) where violations were found. On average, when courts did reduce penalties, they cut them by 77%. This includes cases where penalties were reduced to zero, as discussed below. Overall, looking at all cases in which courts awarded penalties, the average reduction was 46%. The figures cited above for amounts requested and awarded per pay period take these reductions into account.

The extent of the reductions varied widely, depending on the circumstances. Several examples include:

- *Thurman v. Bayshore Transit Management, Inc.*,¹² affirming 30% reduction from \$50 to \$35 per pay period in action alleging meal and rest period violations;
- *Parr v. Golden State Overnight Delivery Services, Inc.*,¹³ reducing section 226.3 penalties by 94%, from \$250 to \$15 per wage statement, in action based on noncompliant statements;
- *Carrington v. Starbucks Corp.*,¹⁴ 90% reduction from \$50 to \$5 per pay period under section 558 in action alleging meal period violations; and
- *Gola v. University of San Francisco*,¹⁵ affirming 85% reduction in penalties for violation of section 226.

HIGHER PENALTY AWARDS HAVE
TENDED TO COME IN CASES WITH
MULTIPLE, DISPARATE VIOLATIONS.

DO COURTS FIND LIABILITY, BUT DECLINE TO AWARD PENALTIES?

California Labor Code section 2699(e)(2) expressly authorizes courts to award a lesser amount than the maximum civil penalty, and the data above show that courts often exercise that discretion.

In addition, in the data set, courts found liability, but did not award any civil penalties in five cases. In two of those cases, courts found violations of section 226 but deemed them not to be willful. In one, the court found the employees did not prove the employer had the ability to pay penalties. One court found the employees did not sufficiently prove the number of violations, despite proving those violations had occurred. In the final case, the court found the required pre-filing notice to the Labor & Workforce Development Agency (LWDA) to be insufficient.

However, three appellate decisions suggest the court does not have discretion to reduce penalties to zero when liability is established.¹⁶ In the most recent case, *Bernstein v. Virgin America*, decided in 2019, the court underscored that “the California Courts of Appeal have suggested that a ‘trial court lacks discretion to reduce a civil penalty to zero.’”

DO TRIAL COURTS STACK PENALTIES?

“Stacking” is a term that often comes up, with plaintiffs’ lawyers creatively finding ways to yield four or five separate penalties from one missed meal period and defense attorneys vigorously arguing that stacking penalties is not allowed under PAGA no matter how many alleged distinct violations occur in a single pay period.

Trial courts have stacked PAGA penalties in two different ways.

First, and perhaps less controversial, courts have stacked PAGA penalties by awarding more than one civil penalty for an aggrieved employee during the same pay period for independently wrongful conduct, or Type 1 Stacking. An example is a court awarding a civil penalty for an employee who is not provided a meal period during a pay period and another penalty for the employer’s failure to pay overtime on a separate occasion during the same pay period. These are separate labor code violations arising from distinct and independent alleged wrongs.

The second form of stacking is more hotly contested and arises from what are referred to as derivative claims. An example: An employee is forced to work off the clock. Plaintiffs then argue that this single wrongful act should

PLAINTIFFS REQUESTED STACKED
PENALTIES, IN ONE FORM OR ANOTHER,
IN 33 OF THE 70 CASES IN THE DATA
SET, OR 47%.

result in multiple, derivative penalties because the off-the-clock work results in unpaid overtime, an inaccurate pay stub, and 203 penalties at the termination of employment. Type 2 Stacking occurs when multiple penalties are awarded for a single course of conduct.

Plaintiffs requested stacked penalties, in one form or another, in 33 of the 70 cases in the data set, or 47%.

In six cases (8.6% of all cases, 12.2% of the cases where courts awarded penalties, and 18.2% of the cases in which there was a request for stacked penalties), trial courts awarded separate penalties for separate courses of conduct, which we dubbed Type 1 Stacking. For example, in *Monaghan v. Telecom Italia Sparkle of N.A., Inc.*,¹⁷ the trial court found for the plaintiff on individual PAGA claims, awarding separate PAGA penalties as follows: \$7,500 for misclassification under section 226.8; \$100 for failure to provide documents under section 432; \$5,250 for wage statement violations under section 226.3; and \$2,400 for failure to pay without discount under section 212.

In two cases (2.8% of all cases, 4% of the cases where courts awarded penalties, and 6% of the cases in which there was a request for stacked penalties), courts awarded multiple penalties for a single course of conduct, which we dubbed Type 2 Stacking. For example, in *Amaral v. Cintas Corp. No. 2*,¹⁸ the trial court found that the employer failed to pay employees the wages required under a local living wage ordinance. It awarded penalties under California Labor Code section 210 (penalty for violation of section 204, timely payment of wages during employment), section 225.5 (penalty for violation of section 2, secretly paying less than designated wage scale), and section 227.3, (payment of vested vacation pay)—all based on this single course of conduct.

In another 10 cases (14.3% of all cases, 20.4% of the cases where courts awarded penalties, and 30.3% of the cases in which there was a request for stacked penalties), trial courts awarded both penalties for separate courses of conduct and penalties for a single course of conduct. This often also included derivative penalties, particularly for failure to provide accurate wage statements under section 226.

For example, in *Bernstein v. Virgin America, Inc.*, the district court awarded separate penalties for failure to pay overtime, failure to provide legally compliant meal periods, failure to provide legally compliant rest periods, failure to provide accurate wage statements, and failure to pay timely wages. On appeal, the Ninth Circuit affirmed in part, reversing the trial court's award of penalties at the subsequent rate prior to entry of summary judgment on plaintiff's claims.¹⁹ On remand, the district court again awarded separate penalties for failure to pay overtime, failure to provide legally compliant meal periods, failure to provide legally compliant rest periods, failure to provide accurate wage statements, and failure to pay timely wages.

Although we did find cases in which courts awarded multiple penalties for a single course of conduct, we found none where courts awarded multiple penalties for a single violation. For example, both labor code section 558 and 1197.1 provide civil penalties for failure to pay minimum wage and overtime compensation. However, we did not find any cases in which courts awarded penalties under both sections 558 and 1197.1 for such violations.²⁰

Of course, trial courts do not always award stacked penalties when requested. In 14 of the 33 cases (42.4%) where plaintiffs prevailed and requested stacked penalties, trial courts declined to award them. For example, in *Carrington v. Starbucks Corp.*,²¹ the plaintiff alleged that the defendant failed to provide employees with compliant meal periods and requested stacked penalties under sections 226 (wage statements), 226.7 (meal periods), 512 (meal periods), and potentially 203 (timely payment on separation). The court held that the maximum penalty was \$50 for each violation under section 558, reduced the penalty to \$5 per violation, and declined to award penalties under any other section. The court of appeal affirmed, noting: "Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered by Starbucks into consideration when it imposed the penalty, as evident from the significant reduction of the \$50 maximum penalty (per initial violation) to the penalty imposed—only \$5 per initial violation."²²

DO TRIAL COURTS AWARD PENALTIES AT SUBSEQUENT RATES?

PAGA's default civil penalties include an initial violation penalty of \$100 and a subsequent violation penalty of \$200. Some labor code provisions, including section 558, include initial and subsequent penalty rates. Plaintiffs requested penalties at subsequent rates in 23 cases. Courts awarded penalties at subsequent rates in seven of those (30.4%).

WHEN COURTS DID REDUCE PENALTIES, THEY CUT THEM BY 77%.

However, the decision in *Gunther v. Alaska Airlines*²³ provided some needed guidance in this area, noting that the increased civil penalty for "subsequent violations" does not apply unless and until the employer is notified it is violating a labor code provision.

That does not mean it is impossible to be awarded subsequent penalties, only that an additional showing will be needed. We did not find an award of subsequent penalties that post-dates the appellate decision in *Gunther*.

HOW MUCH ARE ATTORNEY FEES AWARDS?

The mean fee award in PAGA judgments is \$1,417,418.26, or 20.45% of the total award. The median fee award for the cases we reviewed was \$391,008 or 78.2% of the total award.

There is nothing magic to discern from the fee awards. When you try a case to judgment, courts will typically award at least six figures based on a lodestar. There was only one outlier of a case in which the court awarded five figures post-trial.

WHAT HAPPENS ON APPEAL?

A total of 28 of the judgments resulted in decisions (published and unpublished) on appeal. Twelve judgments (43%) were affirmed in full, 11 (39%) were affirmed in part, and five (18%) were reversed. The reversal rate matches that in general civil matters (18%), but the affirmance rate differs significantly: 73% of general civil matters are affirmed in full, and only 9% are affirmed in part.²⁴ In contrast, 37% of PAGA appeals were affirmed in part.

This is likely because PAGA is such a new statute that many courts have found some issues to affirm and others to reverse.

Note: This article will be discussed at the California Lawyers Association Labor and Employment Law Section's upcoming *Advanced Wage and Hour Conference* in Costa Mesa, CA, on July 18 at 10:30 a.m. For more information on the conference, go to: calawyers.org/section/labor-and-employment-law.

This article is available as an ONLINE SELF-STUDY TEST.

Visit: cla.inreachce.com
for more information.

ENDNOTES

* Jennifer Kramer is a managing partner at Hennig Kramer Ruiz & Singh, LLP in Los Angeles, focusing on complex employment litigation in state and federal courts. She is a member of the California Employment Lawyers Association, serving as co-chair of its Wage & Hour Committee from 2017-2019 and as a member of the Executive Board since 2019. She can be reached at jennifer@employmentattorneyla.com.

Steve Pearl is a mediator specializing in resolving all types of individual employment law disputes, wage and hour class actions, and consumer class actions. He draws upon 30 years of experience in employment law, having represented both employers and employees and having worked as a full-time mediator since 2010. He can be reached at steve@stevepearlmediation.com.

Julie R. Trotter is a shareholder at Call & Jensen in Newport Beach, specializing in the area of employment litigation and advice and counsel, and has represented clients in a variety of disputes, with a particular focus on class action and PAGA wage and hour disputes. She can be reached at jtrotter@calljensen.com.

The authors thank Brian Kriegler of Econ One Research for his help in analyzing the data. Kriegler is a managing director at Econ One Research in Los Angeles. He has testified as an expert statistician in both state and federal courts in more than 80 cases—including 10 wage and hour class action trials.

1. CAL. LAB. CODE §§ 2698-2699.5.
2. State of California, Dept. of Indus. Rel., <https://cadir.my.salesforce-sites.com/PagaSearch>.
3. *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011).
4. 9 U.S.C. §§ 1-16.
5. CAL. LAB. CODE § 226.
6. *Bernstein v. Virgin America*, 3 F.4th 1127 (2021).

7. The median is the middle number in a sorted data set. For example, if three paintings sell for \$100, \$200, and \$2,700, the median, the middle number in the data set, is \$200. On the other hand, the mean, which we think of as the “average” sale price, is \$1,000 ($\$100 + \$200 + \$2,700 = 3,000 \div 3 = \$1,000$).
8. *In Re Taco Bell Wage and Hour Actions*, No. 1:07-cv-01314-SAB, (E.D. Cal. April 8, 2016), meal and rest periods: \$122 million request; *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058 (2019), meal premiums, §§ 226 and 203: \$161 million request.
9. *Magadia*, 384 F. Supp. 3d 1058 (2019), \$54 million PAGA penalty award, reversed on appeal; *Bernstein v. Virgin America*, \$25 million PAGA penalty award, reversed in part as to award of penalties at subsequent rate judgment for \$12.2 million in PAGA penalties on remand; and *Gunther v. Alaska Air Group, Inc.*, 72 Cal. App. 5th 334 (2021), \$25 million PAGA penalty award, reversed on appeal.
10. It is likely that after the decision in *Adolph v. Uber Techs., Inc.*, 14 Cal. 5th 1104 (2023), many cases will be bifurcated, with the named plaintiff’s individual PAGA penalties determined by an arbitrator and representative PAGA penalties determined via bench trial.
11. Although PAGA penalties are generally calculated on a per-pay period basis, courts do not necessarily award PAGA penalties that way. See *Kennedy v. Arm Strong Towing Serv., Inc.*, 2018 Cal. Super. LEXIS 20949: \$1,000 per employee in 19-employee “kitchen sink” case; *Morales v. Bridgestone Retail Operations*, 2018 Cal. Super. LEXIS 21017: \$250 per employee in section 226 case). In these cases, the authors applied the courts’ awards to the number of pay periods in the plaintiffs’ requests, where known.
12. *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112 (2012).
13. *Parr v. Golden State Overnight Delivery Serv., Inv.*, 2014 Cal. Super. LEXIS 1551.
14. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018).
15. *Gola v. University of San Francisco*, 90 Cal. App. 5th 548 (2023).
16. See *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008); *Thurman v. Bayshore Transit*, 203 Cal. App. 4th 1112 (2012); and *Bernstein v. Virgin America*, 365 F. Supp.3d 980 (N.D. Cal. 2019).
17. *Monaghan v. Telecom Italia Sparkle of N.A., Inc.*, No. 2:2013cv00646 (C.D. Cal. 2018). See also, *Thurman v. Bayshore Transit Mgmt., Inc.*, *supra* note 12, judgment reversed in part and remanded “with directions to determine the amount of civil penalties for missed meal periods” and “to amend the judgment by awarding those amounts in addition to the civil penalties . . . for missed rest periods.”

18. *Amaral v. Cintas Corp. No. 2*, No. HG03-103046 (Alameda Cty. Super., 2006) *aff'd on appeal*, 163 Cal. App. 4th 1157 (2008).
19. *Bernstein v. Virgin America, Inc.*, *supra*, note 6.
20. *See Elder v. Schwan Food Co.*, (Los Angeles Cty. Sup.Ct., No. BC390535, 2011), request for penalties under section 558 and 1194 for failure to pay overtime, single penalty of \$2,500 awarded) *aff'd on appeal*, B238876 (Cal. App. Unpub. 2013).
21. *Carrington v. Starbucks Corp.*, No. 37-2014-00018637-CU-OE-CTL (San Diego Sup. Ct. 2017).
22. *See also Elder v. Schwan Food Co.*, *supra* note 20, in action seeking stacked civil penalties under sections 558 and 1194 for failure to pay overtime compensation, trial court “must determine in the first instance whether it would be unjust, as the company argues, for Elder to recover the [multiple penalties] for the same overtime violation;” In the second appeal after retrial, the court of appeal held that unstacked award of \$2,500 in penalties was not an abuse of discretion.
23. *Gunther v. Alaska Airlines*, 72 Cal. App. 5th 334, 356 (2021).
24. 2022 Court Statistics Report, Judicial Council of Cal., <https://www.courts.ca.gov/documents/2022-Court-Statistics-Report.pdf>).

Exhibit 3

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
4/6/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	MS wants us to represent her. Explain her duties and responsibilities.	0.6	890	\$534.00
4/6/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--forward retainer to Ms. Schwanke via DocuSign.	0.1	890	\$89.00
4/10/2023	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Drafted and mailed 226 (UTB)	0.1	210	\$21.00
4/11/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call from Michelle Schwanke - spoke - Status. REDACTED.	0.2	890	\$178.00
4/13/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call from Michelle Schwanke - spoke - Status REDACTED Drafting documents--TO DEFENSE -- Our client Michelle Schwanke asked that we email her employee records request directly to you. The attached documents are copies of those requests that have been mailed to Britany Slater the company's registered agent on April 10 2023. Please contact us if you have any questions or wish to discuss.	0.2	890	\$178.00
4/14/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.		0.1	890	\$89.00
4/14/2023	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	226 emailed to Lisa Chang HR of Orange twist	0.1	210	\$21.00
4/25/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke - Status. REDACTED.	0.1	890	\$89.00
4/25/2023	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke - MC/AH returned client's call REDACTED	0.1	210	\$21.00
5/1/2023	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Updated Amicus w/ attorney information (UTB)	0.1	210	\$21.00
5/8/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke - Status. REDACTED	0.1	890	\$89.00
5/9/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke - With PM. Status. REDACTED.	0.3	890	\$267.00
5/9/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--Hi Michelle it was nice speaking with you today. REDACTED	0.1	890	\$89.00
5/9/2023	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke (with AH).	0.1	750	\$75.00
5/9/2023	Daniela Hill	Body Concepts by Orange Twist 1 Corp.	Reviewed and saved in payroll file 226 response from Def. (dh)	0.1	210	\$21.00
5/9/2023	Daniela Hill	Body Concepts by Orange Twist 1 Corp.	Updated Amicus with attorney information (dh)	0.1	210	\$21.00
5/17/2023	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke - REDACTED.	0.1	890	\$89.00
1/22/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review of case file and preparation PAGA letter.	1.6	750	\$1,200.00
1/25/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review of file and preparation PAGA letter.	1.7	750	\$1,275.00
1/31/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH.	0.1	750	\$75.00
2/18/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--legal/internet research re PAGA Notice and complaint	0.9	890	\$801.00
2/20/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke	0.1	750	\$75.00
2/24/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents-- Please find attached a courtesy copy of the PAGA notice submitted to the LWDA and served via certified mail on Body Concepts by Orange Twist 1 Corp.	0.1	890	\$89.00
2/27/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke See separate notes.	0.1	750	\$75.00
3/18/2024	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Edited formatting errors in complaint drafted summons and civil case and Filed w/ LA Sup Ct. (UTB)	2.5	210	\$525.00
3/18/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents and legal/internet research re Complaint. Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to efile the following document(s): Complaint; Summons; Civil Case Cover Sheet. At: Stanley Mosk Central Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Mon Mar 18 2024) and placed in the queue for review by the Clerk. Once your efile order has been reviewed you will receive a status update with details stating if your documents were Accepted Partially Accepted or Rejected by the Clerk followed by your conformed or received copy(s) or else rejection notice. Should you have any questions please contact Customer Support at (800) 675-2663 email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 9290631. Billing Code: BODY CONCEPTS BY ORANGE TWIST 1 CORP Order Requested by: Tom Brennan eFile Transaction Number(s): 24LA0046221	6.2	890	\$5,518.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
4/2/2024	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Emailled courtesy complaint to T R Wulffson @ CDF Labor Law service inquiry (JTB)	0.2	210	\$42.00
4/2/2024	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Prepared complaint pack for mailing w/ NAR to T R Wulffson @ CDF Labor Law (JTB)	0.6	210	\$126.00
4/19/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and revise notice of ISC. Email correspondence to DH re same.	0.2	750	\$150.00
4/19/2024	Daniela Hill	Body Concepts by Orange Twist 1 Corp.	Drafted Notice of ISC served and filed	0.9	210	\$189.00
5/2/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with AH regarding Body Concepts PAGA complaint.	0.1	750	\$75.00
5/5/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents and legal / internet research re FAC	0.6	890	\$534.00
5/17/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation and filing PAGA complaint.	1	750	\$750.00
5/20/2024	Daniela Hill	Body Concepts by Orange Twist 1 Corp.	Updated Amicus with attorney Keeney's information (dh)	0.1	210	\$21.00
5/22/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review first amended complaint. Attention to LWDA submission.	0.2	750	\$150.00
5/22/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with DH regarding PAGA complaint.	0.2	750	\$150.00
5/22/2024	Daniela Hill	Body Concepts by Orange Twist 1 Corp.	Submitted to LWDA's PAGA website First Amended Complaint.	0.3	210	\$63.00
6/7/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review documents regarding service in preparation for ISC.	0.2	750	\$150.00
6/7/2024	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Drafted belaire notice and protective order drafts (JTB)	0.2	210	\$42.00
6/20/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense counsel re meet and confer joint statement.	0.1	750	\$75.00
6/21/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from defense counsel re ISC meet and confer.	0.1	750	\$75.00
6/21/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke	0.1	750	\$75.00
6/24/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense re potential mediators.	0.2	750	\$150.00
6/24/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation joint isc statement.	0.8	750	\$600.00
6/25/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation Joint statement.	0.8	750	\$600.00
6/6/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation ISC statement and email correspondence with defense.	0.5	750	\$375.00
7/2/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence to defense -- John just following up on this proposed Stipulation. If this looks good to you I can file both the ISC statement and the Stipulation today.	0.1	890	\$89.00
7/2/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence with defense -- Thanks for preparing. Just a couple minor revisions in the redline attached. If you are good with the changes you can s/ for me and file.	0.1	890	\$89.00
7/2/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense counsel regarding ISC statement and stipulation to continue ISC.	0.1	750	\$75.00
7/2/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation filing and service stipulation to continue ISC and ISC statement.	0.7	750	\$525.00
7/3/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--filing of joint ISC STATEMENT	0.1	890	\$89.00
7/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review Court Order re continued initial status conference.	0.1	750	\$75.00
7/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review Court Order and update case calendar.	0.1	750	\$75.00
7/8/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH re potential mediation dates.	0.1	750	\$75.00
7/9/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense counsel re mediation scheduling.	0.1	750	\$75.00
7/10/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review court order and calendar deadlines.	0.1	750	\$75.00
7/11/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from defense counsel.	0.1	750	\$75.00
7/11/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from defense.	0.1	750	\$75.00
7/17/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review email correspondence and preparation protective order --email defense counsel re same.	0.2	750	\$150.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
7/17/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to filing and service stipulated protective order.	0.1	750	\$75.00
7/17/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation and telephone conference with John Keeney and AH re mediation discovery.	0.2	750	\$150.00
7/22/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation correspondence regarding data for discovery.	1	750	\$750.00
7/23/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke See separate notes.	0.1	750	\$75.00
7/29/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from defense re mediation and pre-mediation discovery. Drafting documents--correspondence to defense -- John thanks for reserving the November 12 date. We look forward to hearing from you on the requests. If you would like to discuss any of the issues further we are also happy to schedule a call.	0.2	750	\$150.00
7/29/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.		0.1	890	\$89.00
8/5/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--Correspondence with Mediator.	0.1	890	\$89.00
8/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with accounting re mediation.	0.1	750	\$75.00
8/5/2024	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Mediation invoice paid \$6000 (amex)	0.1	210	\$21.00
8/28/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with John Keeney re discovery for mediation.	0.1	750	\$75.00
8/28/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense counsel re ISC.	0.1	750	\$75.00
8/28/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents -- correspondence to defense re mediation data.	0.1	890	\$89.00
8/31/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review email correspondence from defense re mediation data status.	0.1	750	\$75.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense counsel re mediation status and scheduling follow up call.	0.1	750	\$75.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense counsel re mediation data status and joint ISC statement.	0.1	750	\$75.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Zoom conference with AH and John Keeney - spoke re status mediation data and ISC.	0.2	750	\$150.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with client	0.1	750	\$75.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call from Michelle Schwanke - spoke	0.1	750	\$75.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation stipulation to continue ISC and correspondence with defense re same.	0.2	750	\$150.00
9/3/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to filing and service stipulation re ISC.	0.1	750	\$75.00
9/3/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--The following document has been uploaded in Schwanke et al. v. Body Concepts by Orange Twist 1 Corp. Case No. 24STCV06778: Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Michelle Schwanke individually on behalf of all others similarly situated and as a proxy of the State of California on behalf of aggrieved employees Upload Date: 9/3/24 Time of Upload: 7:25 PM (PDT) Document Title: SECOND JOINT STIPULATION TO CONTINUE INITIAL STATUS CONFERENCE; [PROPOSED] ORDER	0.1	890	\$89.00
			Drafting documents--Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to efile the following document(s): Stipulation and Order (name extension) At: Spring Street Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Tue Sep 3 2024) and placed in the queue for review by the Clerk. Once your efile order has been reviewed you will receive a status update with details stating if your documents were Accepted Partially Accepted or Rejected by the Clerk followed by your conformed or received copy(s) or else rejection notice. Should you have any questions please contact Customer Support at (800) 675-2663 email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 10323399 Billing Code: BODY CONCEPTS BY ORANGE TWIST 1 CORP Order Requested by: Priya Mohan eFile Transaction Number(s): 24LA01493517			
9/3/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence from defense --- Thanks for the call today. As we discussed please find attached a stipulation to continue the ISC until 30 days after the mediation date. Please let me know if we have your permission to file with your electronic signature or if you have any changes.	0.1	890	\$89.00
9/3/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to John Keeney - spoke - Discuss mediation and stipulation re ISC.	0.1	890	\$89.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
9/3/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Work on mediation brief. REDACTED. About 350 in class.	1.1	890	\$979.00
9/4/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH and call with client.	0.1	750	\$75.00
9/4/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke with AH.	0.1	750	\$75.00
9/4/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke see notes (with AH). Review Court order granting stipulation and update calendaring. Email correspondence with defense counsel re same.	0.1	750	\$75.00
9/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.		0.2	750	\$150.00
9/16/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense re scheduling meet and confer re ISC.	0.1	750	\$75.00
9/16/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence to defense re production of records for mediation. (.1); discussion re same with AH (.2)	0.3	750	\$225.00
9/16/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--email to defense re document production-- Thank you for the update. Please make a rolling production of the documents that are available.	0.1	890	\$89.00
10/7/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense re mediation document status.	0.1	750	\$75.00
10/9/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense counsel re status of documents for mediation.	0.1	750	\$75.00
10/17/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense re status of pre-mediation discovery.	0.1	750	\$75.00
10/18/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence re mediation preparation.	0.3	890	\$267.00
10/18/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to defense counsel re status of production of records for mediation.	0.1	750	\$75.00
10/19/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review document production for mediation. Reviewing documents--defense document production from yesterday as well as their correspondence promising more on Monday.	0.2	750	\$150.00
10/19/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.		1.1	890	\$979.00
10/22/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with John Keeney re status of production for mediation.	0.1	750	\$75.00
10/24/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Research in preparation for mediation.	0.5	750	\$375.00
10/28/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Schwanke - spoke with AH>	0.1	750	\$75.00
10/28/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Derek Ross - spoke - Discuss work on new case -- Schwanke v. Body Concepts. Drafting documents to EconOne: Attached is the operative pleading and the protective order. If you can work with us on this matter please sign the attachment to the protective order	0.1	890	\$89.00
10/28/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.		0.1	890	\$89.00
10/28/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Reviewing documents to prepare for mediation.	0.6	890	\$534.00
10/29/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Zoom conference with AH and defense counsel John Keeney	0.2	750	\$150.00
11/1/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence with EconOne re our expert report for mediation brief.	0.2	890	\$178.00
11/1/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents and legal/internet research re mediation brief.	2.5	890	\$2,225.00
11/1/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to zoom conference with expert and AH.	0.4	750	\$300.00
11/1/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Research and attention to mediation brief.	3	750	\$2,250.00
11/4/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents and legal/internet research re mediation brief.	3	890	\$2,670.00
11/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH re mediation brief.	0.2	750	\$150.00
11/6/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH and preparation memo to expert.	0.6	750	\$450.00
11/6/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke with AH.	0.1	750	\$75.00
11/6/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH and correspondence with defense and expert re mediation data.	0.3	750	\$225.00
11/6/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents re mediation brief	3.3	890	\$2,937.00
11/6/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke - With PM. REDACTED.	0.1	890	\$89.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
11/6/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--work on mediation brief. Legal and internet research. Correspondence from defense -- Stepping in for John. We recently learned from our client's previous payroll provider that retrieving the pre-2022 data will require at least a couple of weeks. In order to participate in a good faith mediation with all relevant data we believe continuing the mediation at least couple of weeks may be necessary. Continuing the mediation will give us sufficient time to retrieve the remaining data prepare the updated sampling and provide it to your office with sufficient time to prepare for mediation. We reached out to the mediator and he advised that he has availability and to provide him with some dates in the next month or two that works. Thank you	1.7	890	\$1,513.00
11/6/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.		0.1	890	\$89.00
11/8/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--correspondence with defense re new mediation dates.	0.2	890	\$178.00
11/8/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense re rescheduling mediation.	0.1	750	\$75.00
11/9/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--work on mediation brief.	4	890	\$3,560.00
11/11/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense re rescheduling of mediation.	0.1	750	\$75.00
11/12/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review of expert analysis of defense production for mediation.	0.7	750	\$525.00
11/13/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Reviewing correspondence to expert.	0.1	750	\$75.00
11/18/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Correspondence with expert.	0.1	750	\$75.00
11/18/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to correspondence with defense re mediation rescheduling.	0.1	750	\$75.00
11/18/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from defense re mediation.	0.2	750	\$150.00
11/19/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke	0.1	750	\$75.00
11/19/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone conference and email correspondence with client re status.	0.1	750	\$75.00
11/22/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review correspondence from mediator.	0.3	750	\$225.00
12/3/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents re mediation brief. More transaction docs to come next week.	0.3	890	\$267.00
12/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation joint statement and stipulation to continue status conference.	0.7	750	\$525.00
12/5/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to filing Joint Stipulation.	0.5	750	\$375.00
12/5/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence with defense re joint report and status of securing pre-2022 data for mediation.	0.2	890	\$178.00
12/9/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review filed stipulation.	0.1	750	\$75.00
12/9/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense re status of mediation data.	0.1	750	\$75.00
12/11/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review of records for mediation preparation.	1.7	750	\$1,275.00
12/11/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation and call with defense re mediation issues. With AH. Defense counsel John Keeney and Tyler Angelini.	0.7	750	\$525.00
12/13/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke -- spoke	0.2	750	\$150.00
12/16/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke with AH.	0.4	750	\$300.00
12/16/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review documents relating to SH claims.	0.4	750	\$300.00
12/17/2024	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--prepare for mediation -- work on draft mediation brief (trial outline of evidence).	3.8	890	\$3,382.00
12/18/2024	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review documents (medical records and documents produced by defense).	0.6	750	\$450.00
1/9/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone conference with client. See separate notes.	0.2	750	\$150.00
2/7/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review Joint Statement and email correspondence with defense counsel re same.	0.3	750	\$225.00
2/7/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review filed Joint Statement.	0.1	750	\$75.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
2/10/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with Michelle Schwanke.	0.1	750	\$75.00
2/10/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review of file and research re witnesses.	0.2	750	\$150.00
2/17/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review of docket re post mediation status conference and isc.	0.1	750	\$75.00
2/18/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation correspondence to AH re Schwanke.	0.1	750	\$75.00
3/4/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to drafting mediation brief.	1	750	\$750.00
3/5/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to preparation and filing mediation brief.	1.4	750	\$1,050.00
3/6/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review file for mediation.	0.6	750	\$450.00
3/9/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--legal and internet research re mediation.	2.5	890	\$2,225.00
3/10/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke with AH.	0.2	750	\$150.00
3/10/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation for mediation (email and telephone call to Tyler Angelini --with AH) (.1); review documents (.3)	0.4	750	\$300.00
3/10/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence with defense counsel re pre-mediation call.	0.2	750	\$150.00
3/10/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--legal and internet research re mediation issues.	2	890	\$1,780.00
3/11/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--prepare for mediation (1.5); speak with defense (Andelin)(.3)	1.8	890	\$1,602.00
3/11/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Prepare Case Costs for mediation	0.2	210	\$42.00
3/11/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke	0.1	750	\$75.00
3/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke with AH.	0.1	750	\$75.00
3/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation and attend Mediation.	3	750	\$2,250.00
3/12/2025	Daniela Hill	Body Concepts by Orange Twist 1 Corp.	Assisted with mediation	3	210	\$630.00
3/12/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Court ordered mediation.	3	890	\$2,670.00
			Correspondence with defense-- Yes we would be glad to speak with you tomorrow afternoon. If 2pm works I can circulate an invitation for the call. We are generally open tomorrow afternoon so if 2pm does not work let us know what time would be convenient.			
4/1/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from mediator.	0.1	890	\$89.00
4/1/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Email correspondence to mediator regarding scheduling call.	0.1	750	\$75.00
4/2/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Zoom call with AH to Chad Anderton Mediator - spoke with AH.	0.2	750	\$150.00
4/2/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call from Anderton Mediation - spoke - With PM. REDACTED.	0.2	890	\$178.00
4/2/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call from Anderton Mediation - spoke - With PM. REDACTED.	0.1	890	\$89.00
4/7/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke with AH.	0.1	750	\$75.00
4/7/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review of court order and joint statement	0.2	750	\$150.00
4/7/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to D. Chad Anderton - spoke	0.1	750	\$75.00
4/8/2025	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Filed Public Records Request w/ the DLSE (JTB)	0.1	210	\$21.00
4/8/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--joint post mediation statement	0.1	890	\$89.00
4/8/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone calls to defense counsel Tyler Angelini and John Keeney re joint statement.	0.1	750	\$75.00
4/8/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to joint statement preparation.	1.4	750	\$1,050.00
4/10/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Requested steno reschedule 4/15/25 court reporter for 5/19/25	0.1	210	\$21.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
4/10/2025	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Downloaded and saved Minute Order re continuance in file (JTB)	0.1	210	\$21.00
4/11/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence with mediator re continuing efforts--REDACTED	0.1	890	\$89.00
4/11/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review Minute Order regarding ISC. (.1.) Email correspondence with Chad Anderton mediator (.2); Review Motion to Compel Arbitration and calendar dates. (.4)	0.7	750	\$525.00
4/11/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to research and review motion to compel arbitration.	0.4	750	\$300.00
4/14/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke - Status	0.2	890	\$178.00
4/15/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to John Keeney, defense counsel.	0.1	750	\$75.00
4/16/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to John Keeney, defense counsel.	0.1	750	\$75.00
4/16/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Prepare proposed stipulation regarding briefing schedule.	2	750	\$1,500.00
4/22/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from mediator.	0.1	750	\$75.00
4/22/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--email from Chad mediator. REDACTED	0.1	890	\$89.00
4/23/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call from Michelle Natalie Schwanke - spoke	0.1	750	\$75.00
5/1/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke	0.1	750	\$75.00
5/1/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Research regarding Motion to Compel Arbitration.	1.7	750	\$1,275.00
5/1/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke - Called for Priya re Body Concepts. PM will call her back with AH	0.1	210	\$21.00
5/12/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call from Michelle Natalie Schwanke - spoke - Status REDACTED	0.3	890	\$267.00
5/15/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence from mediator. REDACTED	0.1	890	\$89.00
5/16/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Drafting documents--EMAIL TO MEDIATOR. REDACTED	0.1	890	\$89.00
5/19/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attend hearing regarding Motion to Compel Arbitration.	0.7	750	\$525.00
5/19/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence with mediator.	0.1	750	\$75.00
5/19/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Anderton Mediation - voice mail and email.	0.1	750	\$75.00
5/19/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Anderton Mediation - spoke with AH. See separate notes.	0.1	750	\$75.00
5/19/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Check docket for minute order. Calendar deadlines.	0.2	750	\$150.00
5/22/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence with defense re mediation. REDACTED	0.1	890	\$89.00
5/23/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Anderton Mediation - spoke with AH.	0.1	750	\$75.00
5/24/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone call to D. Chad Anderton - spoke - With PM. Discuss mediation. REDACTED.	0.1	890	\$89.00
5/27/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review court orders and prepare notice of orders. Attention to filing and service.	1	750	\$750.00
5/27/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Court Order --Order Granting Defendant Body Concepts by Orange Twist 1 Corp.'s Motion to Compel Arbitration and Stay Proceedings Filed by Body Concepts by Orange Twist 1 Corp (Defendant)	0.1	890	\$89.00
5/27/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Reviewing documents--The following document has been uploaded in Schwanke et al. v. Body Concepts by Orange Twist 1 Corp. Case No. 24STCV06778: Document Uploaded by: Harris & Ruble Number of Documents in Transaction: 1. Representing: Michelle Schwanke individually on behalf of all others similarly situated and as a proxy of the State of California on behalf of aggrieved employees Upload Date: 5/27/25 Time of Upload: 5:57 PM (PDT) Document Title: NOTICE OF COURT ORDERS RE: INITIAL STATUS CONFERENCE AND DEFENDANT'S MOTION TO COMPEL ARBITRATION	0.1	890	\$89.00
6/3/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Anderton Mediation - spoke with AH	0.1	750	\$75.00
6/5/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference regarding next steps with AH.	0.1	750	\$75.00
6/10/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Reviewing documents--Email from mediator -- REDACTED	0.1	890	\$89.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
6/12/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Correspondence with MEDIATOR – REDACTED.	0.1	890	\$89.00
6/12/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Telephone conference with MICHELLE AND PM. RE SM	0.1	890	\$89.00
6/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review email correspondence from AH and mediator re proposal for settlement.	0.2	750	\$150.00
6/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Michelle Natalie Schwanke - spoke	0.1	750	\$75.00
6/13/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review email correspondence from mediator.	0.1	750	\$75.00
6/24/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH regarding mediator's proposal.	0.2	750	\$150.00
7/15/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call to Tyler Angelini - spoke with AH re settlement status.	0.1	750	\$75.00
7/26/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review of draft settlement agreement and email correspondence to claims administrators re settlement proposals.	1.3	750	\$975.00
7/27/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH review of settlement agreement.	0.3	750	\$225.00
7/27/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email from potential claims administrator.	0.1	750	\$75.00
7/27/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Conference with AH review of settlement agreement.	0.3	750	\$225.00
7/28/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to finalizing settlement.	2.1	750	\$1,575.00
7/29/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Correspondence with settlement administrators regarding proposals.	1.6	750	\$1,200.00
7/30/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Attention to review and revision settlement agreement. (1.2) Email correspondence to defense re same (.1)	1.3	750	\$975.00
8/6/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and respond to email correspondence from defense counsel re settlement agreement edits	0.2	750	\$150.00
8/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review Notice of Court Order deeming cases not related and conference with TB re same.	0.2	750	\$150.00
8/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review of and revision proposed settlement agreement.	0.3	750	\$225.00
8/13/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review and settlement agreement (.6), email correspondence to defense re same (.1)	0.7	750	\$525.00
8/13/2025	David Garrett	Body Concepts by Orange Twist 1 Corp.	Regarding PAGA only settlement with PM	0.1	825	\$82.50
8/13/2025	David Garrett	Body Concepts by Orange Twist 1 Corp.	Research regarding previous PAGA only settlements. Retrieval of Chipotle and DPI settlements and notice templates.	1.1	825	\$907.50
8/14/2025	David Garrett	Body Concepts by Orange Twist 1 Corp.	The following documents have been uploaded in Schwanke, et al. v. Body Concepts by Orange Twist 1 Corp., Case No. 24STCV06778:	0.1	825	\$82.50
8/14/2025	David Garrett	Body Concepts by Orange Twist 1 Corp.	Notice of Related Case	0.1	825	\$82.50
8/14/2025	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Drafted, filed and served notice of order re notice of related cases for 24stcv06778.	0.2	210	\$42.00
8/15/2025	David Garrett	Body Concepts by Orange Twist 1 Corp.	Court eFiling Order Delivered	0.1	825	\$82.50
8/28/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone call with Michelle Schwanke. REDACTED.	0.2	750	\$150.00
8/29/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Phone Correspondence: Call with Michelle Natalie Schwanke on Aug 29, 2025	0.1	750	\$75.00
8/29/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review settlement agreement and correspondence with defense re same.	0.2	750	\$150.00
8/29/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Telephone conference with client and AH.	0.2	750	\$150.00
9/11/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Phone Correspondence: Call with Michelle Natalie Schwanke on Sep 11, 2025	0.1	750	\$75.00
9/11/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Correspondence to defense regarding status of fully executed settlement agreement.	0.1	750	\$75.00
9/12/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review fully executed settlement agreement and calendar relevant deadlines.	0.2	750	\$150.00
10/2/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Review settlement agreement and email correspondence with claims administrator re preparation of supporting declaration for PAGA approval motion.	0.2	750	\$150.00

Body Concepts by Orange Twist 1 Corp. Time Report

Date	User	Matter Name	Description	Hours	Rate	Total
			Enter up to date costs for filing, online case management, research, court reporter, mediation, expert, postage, & printing fees. Double check all invoices & receipts are saved to file. Send to attorney for review.			
10/3/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.		0.5	210	\$105.00
10/3/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Research in preparation for filing PAGA Approval Motion.	1.1	750	\$825.00
10/6/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation motion for approval.	1.2	750	\$900.00
10/6/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Update cost report per AH	0.2	210	\$42.00
10/6/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Email Correspondence: Re: Body Concepts - Cost Reports	0.1	210	\$21.00
10/6/2025	Mallari Campbell	Body Concepts by Orange Twist 1 Corp.	Review email from Alan Harris regarding Re: Body Concepts - Cost Reports	0.1	210	\$21.00
10/9/2025	Tom Brennan	Body Concepts by Orange Twist 1 Corp.	Reviewed and created Copy / Print Cost Report for final case cost report.	2.5	210	\$525.00
10/10/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Preparation Motion for Approval of PAGA Settlement.	2	750	\$1,500.00
10/13/2025	Alan Harris	Body Concepts by Orange Twist 1 Corp.	Finish work on settlement motion	3	890	\$2,670.00
10/13/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Finalize Motion for Settlement Approval.	2.3	750	\$1,725.00
10/13/2025	Priya Mohan	Body Concepts by Orange Twist 1 Corp.	Continue preparation of Motion for PAGA Settlement Approval and supporting documents.	3.1	750	\$2,325.00
TOTAL					\$95,585.50	

Exhibit 4

10/06/25

Harris and Ruble
Body Concepts 24STCV06778 - Costs
All Transactions

Date	Name	Source Name	Memo	Amount
54100 · Case Costs				
54130 · Filing Fees/Atty Svcs				
1 · Filing & eFiling				
02/23/2024	Body Concepts 24STCV06778	LWDA	Body Concepts by Orange Twist - LWDA-CM-1012626-24 Paga Filing - Michelle Schwanke	75.00
03/20/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9290631 eFiling - Complaint	1,492.68
04/25/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9498725-01 eFiling - Notice Name Extension	14.63
05/20/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9674064-01 eFiling - Amended Complaint	14.63
07/05/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9942649-01 eFiling - Initial Status Conference Report	35.23
07/18/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #10026465 eFiling - Stipulation And Order Name Extension	35.23
09/05/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #10323399 eFiling - Stipulation And Order Name Extension	35.23
12/09/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #10892369 eFiling - Stipulation And Order Name Extension	36.82
04/09/2025	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #11715877 eFiling - Initial Status Conference Report	16.22
05/07/2025	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #11914994 eFiling - Notice Name Extension	18.28
05/30/2025	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #12070716 eFiling - Notice Name Extension	18.28
07/30/2025	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #12526476 eFiling - Notice Of Related Case	18.28
08/19/2025	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #12658518 eFiling - Notice Of Related Case	18.28
Total 1 · Filing & eFiling				1,828.79
4 · eService				
04/22/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9500303 eService - Notice Of Court Orders Re Com...	1.03
04/23/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9498725-02 eService - Notice Name Extension	2.06
05/21/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9674064-02 eService - Amended Complaint	6.18
07/05/2024	Body Concepts 24STCV06778	Janney & Janney	Body Concepts 24STCV06778 - Inv #9942649-02 eService - Initial Status Conference Rep...	6.18
Total 4 · eService				15.45
Total 54130 · Filing Fees/Atty Svcs				1,844.24
54135 · Online Case Mgmt Svcs				
10/09/2024	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #346361 7/3/24 - 9/30/24	156.06
01/11/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #358240 10/1/24 - 12/31/24	153.00
02/07/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #366359 1/1/25 - 1/31/25	49.00
03/06/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #375282 2/1/25 - 2/28/25	49.00
04/07/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #388667 3/1/25 - 3/31/25	49.00
05/05/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #400542 4/1/25 - 4/30/25	55.00
06/04/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #412631 5/1/25 - 5/31/25	61.00
07/03/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #425014 6/1/25-6/30/25	49.00
08/05/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #437574 7/1/25 - 7/31/25	55.00
09/08/2025	Body Concepts 24STCV06778	Case Anywhere	Body Concepts - Inv #450156 8/1/25 - 8/31/25	61.00
Total 54135 · Online Case Mgmt Svcs				737.06
54140 · Research Fees				
03/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 2/1/24-2/29/24	20.95
04/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 3/1/24-3/31/24	11.00
05/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 4/1/24-4/30/24	15.74
07/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 6/1/24-6/30/24	2.50
08/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 7/1/24-7/31/24	7.43
09/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 8/1/24-8/31/24	22.20

10/06/25

Harris and Ruble

Body Concepts 24STCV06778 - Costs

All Transactions

Date	Name	Source Name	Memo	Amount
10/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 9/1/24-9/30/24	32.27
11/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 10/1/24-10/31/24	77.39
12/07/2024	Body Concepts 24STCV06778	LexisNexis	Body Concepts 11/1/24-11/30/24	53.52
01/07/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 12/1/24-12/31/24	36.55
02/08/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 1/1/25-1/31/25	23.34
03/07/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 2/1/25-2/28/25	20.18
04/07/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 3/1/25-3/31/25	40.72
05/07/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 4/1/25-4/30/25	72.07
06/07/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 5/1/25-5/31/25	36.80
07/07/2025	Body Concepts 24STCV06778	LexisNexis	Body Concepts 6/1/25-6/30/25	24.83
Total 54140 · Research Fees				497.49
54170 · Mediation Fees				
08/06/2024	Body Concepts 24STCV06778	Anderton Mediation	Body Concepts - Mediation on 3/12/25	6,000.00
Total 54170 · Mediation Fees				6,000.00
54172 · Expert Witness Fees				
11/14/2024	Body Concepts 24STCV06778	EconONE Research	Body Concepts - Inv #26895 Expert Fee 10/1/24-10/31/24	1,266.35
12/24/2024	Body Concepts 24STCV06778	EconONE Research	Body Concepts - Inv #27148 Expert Fee 11/1/2024 - 11/30/2024	8,233.65
Total 54172 · Expert Witness Fees				9,500.00
54191 · Postage				
03/04/2024	Body Concepts 24STCV06778	USPS	Body Concepts - 2-2024 mailings	6.27
04/30/2024	Body Concepts 24STCV06778	USPS	Body Concepts- 4-2024 mailings	3.07
Total 54191 · Postage				9.34
Total 54100 · Case Costs				18,588.13
TOTAL				18,588.13

Date	Document Name	Pages	Copies	Cost	Total	Column7
7/15/2025	2025-7-15 CIVIL CASE COVER SHEET & ADD --	7	1	0.25 \$	1.75	
7/15/2025	2025-7-15 Schwanke FEHA Complaint w Ex 1 file	28	1	0.25 \$	7.00	
7/15/2025	2025-7-15 SUMMONS	1	1	0.25 \$	0.25	
7/21/2025	2025-7-15 Notice of Case Assignment-UnlimitedCivilCase	2	1	0.25 \$	0.50	
7/28/2025	2025-7-28 Notice of Related Case signed with POS to file	4	1	0.25 \$	1.00	
8/7/2025	2025-8-7 filestamped Notice of Order Regarding Case Management Conference	4	1	0.25 \$	1.00	
8/11/2025	2025-8-11 Minute_Order_Court_Re_Notice_of_Related_Case	1	1	0.25 \$	0.25	
7/21/2025	2025-7-15 filestamped Civil Case Cover Sheet	7	1	0.25 \$	1.75	
7/21/2025	2025-7-15 filestamped Complaint	28	1	0.25 \$	7.00	
7/21/2025	2025-7-15 Summons issued on Complaint	1	1	0.25 \$	0.25	
2/22/2024	2024-2-22 M Schwanke PAGA letter file	13	1	0.25 \$	3.25	
2/22/2024	2024-2-22 PAGA Submission Email Confirmation	1	1	0.25 \$	0.25	
4/10/2023	2023-4-10 226 Cover Letter to Body Concepts	1	1	0.25 \$	0.25	
4/10/2023	2023-4-10 Michelle Schwanke 226 to Body Concepts	1	1	0.25 \$	0.25	
5/1/2023	2023-5-1 Letter of Representation defendant	2	1	0.25 \$	0.50	
4/2/2024	2024-4-2 Email to T Wulffson reservice Inquiry- case no. 24STCV06778	2	1	0.25 \$	0.50	
7/16/2024	2024-7-16 Records Request CPRA	1	1	0.25 \$	0.25	
10/30/2024	2024-10-30 E1_Retention_BodyConcepts_Schwanke_signed	4	1	0.25 \$	1.00	
10/30/2024	2024-10-30 EconONE_w9_2024-06-26	1	1	0.25 \$	0.25	
10/31/2024	2024-10-31 E1_Retention_BodyConcepts_Schwanke_FullyExecuted	4	1	0.25 \$	1.00	
11/6/2024	2024-11-6 correspondence from expert re data points	4	1	0.25 \$	1.00	
11/6/2024	2024-11-6 Memo to Evan Bornstein	1	1	0.25 \$	0.25	
4/8/2025	2025-4-8 DLSE-Public Records Act Request form-BODY CONCEPTS BY ORANGE TWIST 1	1	1	0.25 \$	0.25	
10/19/2024	Def Docs Produced for Mediation: OTB-SCHWANKE 000001 - 000087	87	1	0.25 \$	21.75	
10/22/2024	Def Docs Produced for Mediation: 2024.10.22 Cover Letter re Mediation Document Pro	2	1	0.25 \$	0.50	
7/26/2025	2023-2 Model PAGA Settlement Agreement LASC CIV 298	12	1	0.25 \$	3.00	
3/5/2025	2025-3-5 Plaintiff's Mediation Brief w Exs 1-4	100	1	0.25 \$	25.00	
3/12/2025	2025-3-11 updated data from defense	5	1	0.25 \$	1.25	
8/28/2025	2025-8-16 Ex A Letter to Aggrieved Employees clean	2	1	0.25 \$	0.50	
9/12/2025	2025-9-12 Settlement Agreement PAGA execution copy fully executed	14	1	0.25 \$	3.50	
5/3/2024	2024.04.22 Ntc of Appearance	3	1	0.25 \$	0.75	
4/22/2024	2024-4-19 Body Concepts ISC Notice of Order [filed]	12	1	0.25 \$	3.00	
5/3/2024	2024-4-22 Notice and Acknowledgment of Receipt	1	1	0.25 \$	0.25	
7/2/2024	2024-7-2 Stipulation to Continue ISC to file and serve	4	1	0.25 \$	1.00	
7/3/2024	2024-7-3 Order granting Joint Stipulation to Continue ISC	4	1	0.25 \$	1.00	
7/17/2024	2024-7-17 filed Stipulation and Protective Order	17	1	0.25 \$	4.25	
9/3/2024	2024-9-3 Second Stipulation to Continue ISC	4	1	0.25 \$	1.00	
9/5/2024	2024-9-5 Order granting Second Stipulation To Continue Initial Status Conference	4	1	0.25 \$	1.00	
10/30/2024	2024-10-30 Stipulation to Protective Order-Highly Confidential - EB Signed	2	1	0.25 \$	0.50	
12/9/2024	2024-12-5 received Stip to Continue ISC and Proposed Order	4	1	0.25 \$	1.00	
12/5/2024	2024-12-5 Third Stipulation to Continue ISC and Post Mediation Conf	4	1	0.25 \$	1.00	
2/11/2025	2025-2-11 Order granting Fourth Jnt Stipulation to Continue ISC	5	1	0.25 \$	1.25	
4/10/2025	2025-4-10 Body Concepts-Minute_Order_Conf ISC to May 19	1	1	0.25 \$	0.25	
5/19/2025	2025-5-6 filed PI Notice Of Non-Opposition To Defs Motion To Compel Arbitration	3	1	0.25 \$	0.75	
5/9/2025	2025-5-6 Notice of Non-Opposition to Defendant's Motion to Compel Arbitration	3	1	0.25 \$	0.75	
5/19/2025	2025-5-19 Signed Order re Motion to Compel Arbitration	3	1	0.25 \$	0.75	
5/19/2025	2025-5-19 Order regarding ISC and Hearing Mtn to Compel Arbitration	1	1	0.25 \$	0.25	

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5/28/2025	2025-5-27	filestamped Notice of Court Orders with Exs 1 and 2	9	1	0.25	\$	2.25
7/28/2025	2025-7-28	Notice of Related Case signed with POS to file	4	1	0.25	\$	1.00
8/11/2025	2025-8-11	Body Concepts_Minute Order re Notice of Related Case (25stcv20899)	2	1	0.25	\$	0.50
8/11/2025	2025-8-11	Minute_Order deeming cases not related Complex	1	1	0.25	\$	0.25
8/16/2025	2025-8-15	filestamped Notice or Court Order stating cases not related	5	1	0.25	\$	1.25
8/20/2025	2025-8-20	Body Concepts-Notice of Ruling re Related Case (25stcv20899)	5	1	0.25	\$	1.25
11/1/2024	2023-2-14	Takahashi Complaint re labor code vialations	9	1	0.25	\$	2.25
11/1/2024	2022	Misclass LA sup compl CA_SUP_LAX_23STCV03133_d337496974e462_Complaint	9	1	0.25	\$	2.25
11/1/2024	2021-9-26	earlier case PAGA approval order	3	1	0.25	\$	0.75
11/1/2025	2021-9-3	earlier case Motion PAGA settlement approval	26	1	0.25	\$	6.50
11/1/2025	2021-7-19	earlier case Notice Settlement	3	1	0.25	\$	0.75
11/1/2025	2021-2-2	earlier case Order granting Motion to Compel Arb	5	1	0.25	\$	1.25
5/1/2025	2020-7-27	earlier caseMINUTE_ORDER Denying Stay of Proceedings	4	1	0.25	\$	1.00
5/1/2025	2020-7-14	earlier caseDeclaration_DECLARATION_DECLARATION_OF_MAI_TULYATH	24	1	0.25	\$	6.00
5/1/2025	2020-7-14	earlier case Opposition_OPPPOSITION_PLAINTIFF_DEIDRE_GAVIN_S_OPP	20	1	0.25	\$	5.00
5/1/2025	2020-4-9	earlier case Notice_of_Motion_NOTICE_OF_MOTION_DEFENDANTS_ORANG	4	1	0.25	\$	1.00
11/1/2024	2020-3-18	earlier case Complaint labor code violations	14	1	0.25	\$	3.50
11/1/2024	2020-2-4	earlier case Orange Twist PAGA complaint larry lee filed 2020	8	1	0.25	\$	2.00
4/11/2025	Earlier case 2025.04.11	MTCA - Dec of J. Carlson ISO	10	1	0.25	\$	2.50
4/11/2025	Earlier case 2025.04.11	MTCA - Dec of TJA ISO	42	1	0.25	\$	10.50
4/11/2025	Earlier case 2025.04.11	MTCA - MPA	18	1	0.25	\$	4.50
4/11/2025	Earlier case 2025.04.11	MTCA - Ntc and Mtn	4	1	0.25	\$	1.00
5/11/2025	Earlier case 2025.04.11	MTCA - Proposed Order	3	1	0.25	\$	0.75
5/22/2024	2024-5-17	Schwanke First Amended Complaint-filed	49	1	0.25	\$	12.25
10/2/2025	2025-10-2	LYVM Decl of TPA re MPA_ Executed	16	1	0.25	\$	4.00
9/4/2025	2025.08.27	NAR for Body Concepts by Orange Twist 1 Corp (Signed by CDF) [filestamper	1	1	0.25	\$	0.25
3/19/2024	2024-3-18	BCOT1Corp_CivilCaseCoversheet [filed]	7	1	0.25	\$	1.75
3/19/2024	2024-3-18	BCOT1Corp_Complaint [filed]	30	1	0.25	\$	7.50
3/19/2024	2024-3-18	BCOT1Corp_Notice of Case Assignment	2	1	0.25	\$	0.50
3/19/2024	2024-3-18	BCOT1Corp_Summons [filed]	1	1	0.25	\$	0.25
5/21/2024	2024-5-17	Schwanke First Amended Complaint [filed]	49	1	0.25	\$	12.25
7/5/2024	2024-7-2	filestamped Joint Initial Status Conference Statement file	10	1	0.25	\$	2.50
7/5/2024	2024-7-3	Case Anywhere Service Initiation Memo	4	1	0.25	\$	1.00
2/7/2025	2025-2-7	filed Fourth Joint Stip and Proposed Order to Continue ISC	5	1	0.25	\$	1.25
4/8/2025	2025-4-8	filed Joint Post Mediation Statement and ISC statement (CDF Edits) File	10	1	0.25	\$	2.50
5/19/2025	2025-5-16	Defendant's_Initial_Status_Conference_Statement_20250516130458	11	1	0.25	\$	2.75
3/19/2024	ADR Packet		21	1	0.25	\$	5.25
4/2/2025	Research: 2002 Re_Commission Payments (00329)		3	1	0.25	\$	0.75
4/10/2023	M. Schwanke SIGNED Retainer		13	1	0.25	\$	3.25
5/8/2023	2023-5-9	M. Schwanke 226 response docs	41	1	0.25	\$	10.25
12/17/2024	2023-5-10	Response to 1198.5 Prods of Records letter	44	1	0.25	\$	11.00
7/16/2024	2022-2-3	- Arbitration Agr Schwanke	1	1	0.25	\$	0.25
2/21/2024	Client records		116	1	0.25	\$	29.00
3/10/2024	2023 IC Plan (redacted)		3	1	0.25	\$	0.75
3/10/2024	2024 IC Plan (redacted)		2	1	0.25	\$	0.50
3/10/2024	20250101 Provider & LE IC Document_Final		3	1	0.25	\$	0.75
6/21/2024	Research: Settlement Offer Letter_Reduced (003)		272	1	0.25	\$	68.00
12/11/2024	Research: Paylocity-How Long to Keep Payroll Records (And other FAQs)_Paylocity		13	1	0.25	\$	3.25

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7/16/2024	Research: Tori Dixon - Regional Director - Orangetwist _ LinkedIn	7	1	1	0.25	\$	1.75
6/26/2024	Arbitration Agreement unsigned	1	1	1	0.25	\$	0.25
12/16/2024	Client records	4	1	1	0.25	\$	1.00
10/24/2024	Research: Minute Order re Prelim Approval--checklist	9	1	1	0.25	\$	2.25
10/24/2024	Research: 2024-10-11 Suppl Decd Spvak iso PI Mtn Prelim Approval	181	1	1	0.25	\$	45.25
10/24/2024	Research: 2024-10-24 Minute Order re suppl briefing motion for preliminary approval	2	1	1	0.25	\$	0.50
10/24/2024	Research: 2022-12-9 Complaint	21	1	1	0.25	\$	5.25
10/24/2024	Research: Decl iso PI Motion Preliminary Approval	5	1	1	0.25	\$	1.25
10/24/2024	Research: PI Memo iso Prelim Approval	40	1	1	0.25	\$	10.00
10/24/2024	Research: PI Not and Motion for Preliminary Approval	4	1	1	0.25	\$	1.00
10/24/2024	Research: Decl iso Motion Prelim Approval	8	1	1	0.25	\$	2.00
10/24/2024	Research: PI Suppl Memo iso Motion Prelim Approval Settlement	7	1	1	0.25	\$	1.75
4/2/2025	Research: DLSE letter re commissions	3	1	1	0.25	\$	0.75
12/12/2024	Research: Order Granting Stip to Continue ISC	4	1	1	0.25	\$	1.00
5/19/2025	Def ISC statement (May 2025) (CDF) 4918-6054-9444 v.1	11	1	1	0.25	\$	2.75
		1682		1	0.25	\$	-
					\$		420.50