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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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

Plaintiff,

vs.

TJB GEARYS, LLC dba GEARYS BEVERLY
HILLS, a Limited Liability Company; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV15627

*Honorable Timothy Patrick Dillon
Department 15*

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: February 19, 2026
Time: 9:00 a.m.
Department: 15

Complaint Filed: June 21, 2024
Trial Date: Not Set

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I, Annabel Blanchard, declare and state as follows:

1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC (“Plaintiff’s Counsel” or “PAGA Counsel”), attorneys of record for Plaintiff Triada Pallidou (“Plaintiff”). I submit this declaration in support of Plaintiff’s Motion for Approval of PAGA Settlement and Award of Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs (“Motion”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Procedural History

2. Defendant TJB Gearys, LLC dba Gearys Beverly Hills (“Defendant”) is a retailer operating fine jewelry and luxury goods stores, including a location at 351 N. Beverly Hills Drive, Beverly Hills, CA 90210. Defendant employed Plaintiff as an hourly-paid, non-exempt sales associate from approximately October 2023 to December 2023.

3. On April 16, 2024, Plaintiff provided written notice by electronic submission to the California Labor and Workforce Development Agency (“LWDA”) and by U.S. Certified Mail to Defendant, pursuant to California Labor Code § 2699.3, of the specific provisions of the California Labor Code alleged to have been violated. A true and correct copy of the April 16, 2024 notice is attached hereto as **Exhibit 1**.

4. On June 21, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”) in the action entitled *Triada Pallidou v. TJB Gearys, LLC dba Gearys Beverly Hills*, Los Angeles County Superior Court Case No. 24STCV15627 (“Action”). The Operative Complaint asserts a single cause of action for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

5. On September 15, 2025, Plaintiff and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Eve Wagner, a neutral and respected mediator with extensive experience in complex wage and hour matters. With the aid of the mediator’s proposal, the

1 Parties ultimately reached an agreement to resolve the Action in its entirety.

2 6. On January 5, 2026, the Parties executed the Settlement Agreement (“Settlement,”
3 “Agreement,” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is
4 attached hereto as **Exhibit 2**.

5 7. Based on the data, information, and documents received, as well as thorough
6 discussions with Defendant’s counsel, Plaintiff’s Counsel was able to (i) determine the total number
7 of distinct individuals falling within the definition of “Aggrieved Employees” for the relevant statutory
8 period (approximately 101 individuals), (ii) the number of affected pay periods at issue among them
9 (approximately 3,600 pay periods during the period from April 17, 2023 to September 1, 2025), and
10 (iii) construct a damages model that calculated the maximum realistic amount of PAGA penalties that
11 could be levied against Defendant within the relevant statutory period. Defendant, however, disputed
12 Plaintiff’s claims and denied both the existence of and extent of liability as alleged by Plaintiff, and
13 denied any wrongdoing of any kind, believing it acted appropriately in all respects, which allowed
14 Plaintiff’s Counsel to further assess the strength of Plaintiff’s claims. Through the formal mediation
15 process conducted by Eve Wagner on September 15, 2025, and with the aid of the mediator’s proposal,
16 Plaintiff’s Counsel’s experience in litigating similar representative wage and hour claims, the degree
17 of investigation that was conducted, and the amount of data, information, and documents that was
18 obtained, the Parties had sufficient information to determine the potential value of the PAGA claims
19 and to evaluate the strength of these claims for purposes of settlement.

20 8. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The
21 Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise
22 of Plaintiff’s PAGA claims, and that it is the desire and intention of the Parties to affect a final and
23 complete resolution of the Action. There has been no determination on the merits of the Action or the
24 PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire
25 to resolve the Action and Released Claims. The Parties agree that neither the Settlement Agreement
26 nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at
27 any time for any purpose as an admission by Defendant of wrongdoing or evidence of any liability or
28 unlawful conduct of any kind.

9. Defendant denies all of the claims in the Action and denies any wrongdoing of any kind, believing it acted appropriately in all respects. The Settlement Agreement reflects a compromise reached to end litigation in the Action. There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desired to resolve the Action and Released Claims. Following significant investigation and extensive settlement negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve all representative claims alleged in the Action.

Notice to the LWDA

10. In accordance with California Labor Code sections 2699 *et. seq.*, on January 8, 2026, a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 3**.

Summary of the Terms of the Settlement Agreement

11. For purposes of settlement only, the Parties have agreed that the “Aggrieved Employees” shall be defined as “all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.” The “PAGA Period” is the period from April 17, 2023, to September 1, 2025. There are approximately one hundred one (101) Aggrieved Employees who worked approximately three thousand six hundred (3,600) pay periods for Defendant during the PAGA Period (“Pay Periods”).

12. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of Two Hundred Forty-Five Thousand Dollars (\$245,000.00). The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$85,750.00 if the Gross Settlement Amount is \$245,000.00); (2) reimbursement of litigation costs and expenses in the amount of Twenty-One Thousand Five Hundred Twenty-One Dollars and Thirty-One Cents (\$21,521.31); (3) Enhancement Payment in the amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff; and (4) Settlement Administration Costs, up to the amount of Five Thousand Dollars (\$5,000.00).

1 13. After the above-estimated amounts are deducted from the Gross Settlement Amount,
2 the Net Settlement Amount will amount to approximately One Hundred Twenty-Five Thousand Two
3 Hundred Twenty-Eight Dollars and Sixty-Nine (\$125,228.69), of which seventy-five percent (75%),
4 or approximately Ninety-Three Thousand Nine Hundred Twenty-One Dollars and Fifty-Two Cents
5 (\$93,921.52), will be paid to the LWDA (“LWDA Payment”), and twenty-five percent (25%), or
6 approximately Thirty-One Thousand Three Hundred and Seven Dollars and Seventeen Cents
7 (\$31,307.17), will be distributed and paid to Aggrieved Employees on a *pro rata* basis based upon
8 their number of Pay Periods.

9 14. If the actual number of Pay Periods is more than ten percent (10%) above 3,600, then
10 the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 3,960
11 Pay Periods (i.e., meaning if the Pay Periods increase by 11%, the Gross Settlement Amount will
12 increase by 1%).

13 15. Within fourteen (14) calendar days after the Court’s order granting approval of the
14 Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved
15 Employees (the “Aggrieved Employees List”), containing the following information for each
16 Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone
17 number; (iv) Social Security number; and (v) number of Pay Periods worked during the PAGA Period.

18 16. Subject to Court approval of the Settlement Agreement, Defendant will fully fund the
19 Gross Settlement Amount by transmitting the funds to a qualified settlement account established by
20 the Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar
21 days of the Court’s order granting approval of the Settlement Agreement. If the date by which payment
22 by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the
23 due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday
24 in the State of California.

25 17. Within seven (7) calendar days after the Settlement Administrator receives the
26 Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall: (i) mail
27 the agreed-upon Cover Letter and Individual PAGA Payment checks to all Aggrieved Employees by
28 First-Class United States mail and notify defense counsel that the mailing has been completed; (ii)

1 transmit the LWDA Payment to the LWDA; (iii) transmit the Enhancement Payment to Plaintiff; (iv)
2 transmit the Attorneys' Fees and Costs to Plaintiff's Counsel; and (v) transmit the Settlement
3 Administration Costs to itself.

4 18. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain
5 valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated
6 with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property
7 Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective
8 Individual PAGA Payment(s).

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

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

16 20. This case and settlement address important employee protections embodied in the
17 California Labor Code. Plaintiff's core allegations are that Defendant systematically violated the
18 California Labor Code by, *inter alia*, failing to properly pay wages for all hours worked, failing to pay
19 overtime at the correct rate, failing to provide compliant meal and rest periods, failing to pay premiums
20 at the correct rate of pay, failing to timely pay wages during employment and upon termination, failing
21 to maintain accurate payroll records, failing to provide accurate wage statements, and failing to
22 reimburse necessary business expenses.

23 21. Defendant maintained several defenses to Plaintiff's theories of liability, which, if
24 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
25 Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues
26 to have, compliant employment policies and practices throughout the time period at issue. Defendant
27 denies that it ever violated any provision of the California Labor Code, including, but not limited to,
28 those sections for which Plaintiff seeks penalties under PAGA. Defendant further denied, and

continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. Defendant also challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

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

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

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

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

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

1 i. *Unpaid Wages*

2 26. Plaintiff alleges that Defendant failed to compensate Plaintiff and the Aggrieved
3 Employees at their applicable minimum, regular, and overtime rates for their work, and failed to
4 compensate them for all hours that they worked. For example, Plaintiff alleged that Plaintiff and the
5 other Aggrieved Employees had to work off-the-clock, which included, *inter alia*, requiring them to
6 stay after hours to assist guests or deliver packages when a runner was not available. Additionally,
7 Plaintiff alleged that Defendant failed to pay overtime compensation at the rate of one and one-half
8 times the regular rate of pay by failing to include all non-discretionary compensation into the regular
9 rate calculation.

10 27. Defendant denied these claims, arguing that its overtime policies and practices comply
11 with California law. Defendant further contended that its non-exempt employees were responsible for
12 accurately recording their own hours and that it was not aware that any work had been performed off-
13 the-clock. Defendant also argued that its overtime calculations lawfully included all forms of
14 compensation. Defendant also produced payroll data evidencing overtime paid to its employees.

15 28. If a violation was found to have occurred in every one of the aggregate pay periods
16 within the relevant time period, the potential maximum exposure for this claim would be \$360,000.²

17 ii. *Meal Periods*

18 29. Plaintiff asserted that Defendant failed to provide employees with lawful meal periods.
19 For example, as mentioned above, Plaintiff reported that she and the other Aggrieved Employees were
20 required to attend to customer needs during meal periods.

21 30. Defendant argued that the Aggrieved Employees were permitted, if not encouraged, to
22 take their meal breaks. Defendant also argued that its written meal break policy was lawful and
23 employees' time records reflected that they took lawful meal periods. Moreover, litigating the meal
24 period claims would be inherently difficult as it would need to be proven that compliant meal periods
25 were not provided, but time records would not indicate whether or not a meal period was interrupted.

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

1 Additionally, Defendant pointed to the fact that many of its employees who frequently worked shifts
2 that did not exceed six hours in length had signed lawful meal period waivers, thereby reducing the
3 alleged violation rate. Ultimately, Plaintiff's analysis revealed a 15.9% violation rate of purported
4 unique meal period violations after offsetting meal period premiums paid and taking into consideration
5 valid and enforceable meal break waivers.

6 31. If a violation was found to have occurred in every one of the aggregate pay periods
7 within the relevant time period, the potential maximum exposure for this claim would be \$360,000.

8 *iii. Rest Periods*

9 32. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest
10 periods. For example, Plaintiff alleged that Plaintiff and other Aggrieved Employees' rest breaks were
11 often interrupted with work-related questions or cut short due to the amount of work that needed to be
12 done, and the high customer service expectations. Here, Plaintiff faced the challenge of having to
13 prove each alleged rest period violation with only testimony from Aggrieved Employees.

14 33. If a violation was found to have occurred in every one of the aggregate pay periods
15 within the relevant time period, the potential maximum exposure for this claim would be \$360,000.

16 *iv. Unreimbursed Business Expenses*

17 34. Plaintiff alleged that Aggrieved Employees incurred necessary business expenses that
18 were never fully reimbursed by Defendant, such as reimbursement for the use of personal cell phones
19 for work-related purposes.

20 35. Defendant contended that it had a policy and practice of reimbursing employees for
21 necessary business-related expenses. Defendant further contended that, with respect to the alleged
22 expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from
23 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
24 incurred.

25 36. If a violation was found to have occurred in every one of the aggregate pay periods
26 within the relevant time period, the potential maximum exposure for this claim would be \$360,000.

27 *v. Derivative Claims*

28 37. As with all derivative claims, success depends on the success of the underlying claims.

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

6 38. Again, if a violation was found to have occurred in every one of the aggregate pay
7 periods within the relevant time period, the potential maximum exposure for each of these claims
8 would be \$360,000.

9 *vi. Total PAGA Penalties*

10 39. Plaintiff's Counsel considered information obtained through investigations and
11 obtained from Plaintiff and Aggrieved Employees, as well as data provided by Defendant, and created
12 valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims
13 were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could
14 be shown that civil penalties under the California Labor Code are owed of one penalty per pay period
15 during the relevant time period, Defendant's estimated total exposure in theory would exceed several
16 hundreds of thousands of dollars. However, Plaintiff's Counsel considered the fact that, by law, the
17 Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened
18 penalties would apply, and that stacking and/or cumulative penalties may not be allowed. Based
19 thereon and the application of one penalty per pay period in the relevant time period, the estimated
20 total exposure was \$360,000. Plaintiff's Counsel then considered the defenses asserted, information
21 and evidence obtained, and circumstances in this case, which posed risks to representative adjudication
22 and monetary recovery. Accordingly, a discount of 15% was applied to account for the risks associated
23 with proving the underlying violations and the cost and delay in recovering the alleged potential
24 penalties (bringing the value of this claim closer to \$306,000), and a discount of 20% was applied to
25 account for the risks associated with succeeding on the merits and establishing liability (bringing the
26 value of this claim closer to \$244,800). In light thereof, the Gross Settlement Amount of \$245,000 is
27 a significant settlement.
28

The Amount in the Settlement Agreement

40. The Net Settlement Amount is currently estimated to be approximately One Hundred Twenty-Five Thousand Two Hundred Twenty-Eight Dollars and Sixty-Nine Cents (\$125,228.69). After all deductions from the Gross Settlement Amount are made for the Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, approximately Ninety-Three Thousand Nine Hundred Twenty-One Dollars and Fifty-Two Cents (\$93,921.52) (i.e., 75% of the Net Settlement Amount) will go to the LWDA, and approximately Thirty-One Thousand Three Hundred and Seven Dollars and Seventeen Cents (\$31,307.17) (i.e., 25% of the Net Settlement Amount) will go to the Aggrieved Employees, as required by California Labor Code § 2699(i) in effect at the time of Plaintiff's filing in this matter ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved employees."). There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California Labor Code section 2699(i).

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

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

1 claims in other cases.

2 **The Agreement was Negotiated by Experienced Counsel**

3 43. In the view of Plaintiff's Counsel, the benefits conferred by the Settlement Agreement
4 are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved
5 Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial
6 monetary benefits provided for by the Settlement Agreement.

7 44. Here, the extent of informal discovery conducted was sufficient to enable Plaintiff's
8 Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. Plaintiff's
9 Counsel at Blackstone Law, APC are respected members of the bar with strong records of vigorous
10 and effective advocacy, and are experienced in handling complex wage and hour class action and
11 PAGA litigation. Accordingly, Plaintiff's Counsel had sufficient information and experience to act
12 intelligently in negotiating the Settlement Agreement.

13 **The Requested Fees Payment is Fair and Reasonable**

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

18 46. In the present case, Plaintiff's Counsel has borne all of the risks and costs of litigation
19 and will not receive any compensation until recovery is obtained. Plaintiff's Counsel is experienced
20 in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiff,
21 the Aggrieved Employees, and the State of California. Considering the amount of fees requested, work
22 performed, risks incurred, and experience of Plaintiff's Counsel in handling similar matters, Plaintiff
23 maintains that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement
24 Amount (i.e., \$85,750.00) is reasonable and should be awarded.

25 47. The effectiveness of Plaintiff's Counsel's prosecution of this matter has translated into
26 tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will
27 obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years
28 for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other

1 representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3)
2 significant savings in Plaintiff's Counsel's fees and/or costs that would have only increased
3 significantly had the case progressed through trial and/or appeals.

4 48. Plaintiff's Counsel is experienced in complex representative and class action wage-
5 and-hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class
6 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
7 **Exhibit 4**. The attorneys who worked on the Action are all experienced in litigating wage and hour
8 matters as follows:

9 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
10 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
11 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
12 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
13 associate and remained employed there from September 2008 through August 2015. During his tenure,
14 he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment,
15 corporate, entertainment, and general business litigation matters, though his primary area of expertise
16 was employment, both single plaintiff and representative actions. On the vast majority of those cases,
17 he was the only or primary attorney managing the case and thus obtained extensive experience. In
18 that capacity, he conducted wage and hour and wrongful termination labor and employment intakes;
19 was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions;
20 propounded and responded to all discovery; prepared and opposed all motions and pleadings,
21 including dispositive and certification motions; strategized on all cases; attended all hearings; attended
22 all mediations; coordinated with class action administrators; prepared and worked with experts; first
23 and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation.
24 During that time, he represented a wide range of clients from sole proprietorships to Fortune 500
25 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly
26 publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood
27 Reporter, Business Insider, Law360, and others. Super Lawyers has regularly honored him as a
28 Southern California Rising Star since 2012. He is currently the managing partner of Blackstone

1 overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage
2 and hour component. The majority of those cases are wage-and-hour putative class actions or
3 representative PAGA actions seeking relief on behalf of thousands of California employees. His
4 billable rate is \$1,295, which is well within the prevailing rate for attorneys with his experience in this
5 area of practice in Southern California.

6 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
7 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
8 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
9 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
10 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
11 University in Cleveland, OH in 2007. Her billable rate is \$1,050 per hour, which is well within the
12 prevailing rate for attorneys with her experience in this area of practice in Southern California. She
13 has been approved at that rate most recently in Sanchez v Greenworld earlier in 2024. I am personally
14 familiar with Blackstone's roster of hourly clients, and Ms. DuVan-Clarke currently has hourly clients
15 at her \$1,050 rate. Ms. DuVan-Clarke also maintains leadership roles in the California Employment
16 Lawyers' Association ("CELA") and other organizations .

17 c. Danielle L. GruppChang is a senior associate attorney. She graduated from California
18 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
19 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
20 California Law San Francisco (formerly known as University of California Hastings College of the
21 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
22 practiced exclusively plaintiff's side labor and employment class and representative action law from
23 2017 through the present. Her hourly rate of \$900 is reasonable based on her education and experience
24 and is in line with the market rate.

25 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
26 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
27 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
28 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in

2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

e. I am an experienced attorney who joined Blackstone in January 2024, from a highly reputable plaintiff's side employment law firm, and prior to that, provided legal support and advocacy for families and adults with special needs. I graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California in December 2008. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate.

49. Blackstone Law, APC has spent approximately 116 total hours litigating this matter. To date, our total fees incurred amount to \$111,375.00. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting the documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	15	\$1,295	\$19,425
Barbara DuVan-Clarke	Senior Counsel	42	\$1,050	\$44,100
Danielle GruppChang	Senior Associate	24	\$900	\$21,600
P.J. Van Ert	Associate	21	\$750	\$15,750
Annabel Blanchard	Associate	14	\$750	\$10,500

50. We expect to spend an additional 7 hours (\$5,250) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Agreement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, and our client. Based thereon, the total amount of Plaintiff's Counsel's fees through closure of this matter are

1 estimated to be approximately \$116,625.

2 **The Requested Litigation Expenses Payment is Fair and Reasonable**

3 51. The Agreement provides for reimbursement of Plaintiffs Counsel's litigation costs and
4 expenses of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). However, Plaintiff's Counsel
5 seeks reimbursement of a total of Twenty-One Thousand Five Hundred Twenty-One Dollars and
6 Thirty-One Cents (\$21,521.31) in litigation costs and expenses. A true and correct itemized list of
7 Blackstone's litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable
8 and necessary in the prosecution of this matter.

9 **The Settlement Administration Costs are Fair and Reasonable**

10 52. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to
11 approval by the Court Apex Class Action, to handle the administration of the Settlement Agreement.
12 The fees and expenses of the Settlement Administrator are estimated not to exceed Five Thousand
13 Dollars (\$5,000.00). These costs include, but are not limited to, expenses for preparing, printing, and
14 mailing the explanatory letter and Individual PAGA Payment checks to the Aggrieved Employees, re-
15 mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling
16 inquiries from Aggrieved Employees regarding the Settlement Agreement, among other things.
17 Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount
18 of up to Five Thousand Dollars (\$5,000.00) to Apex Class Action, a necessary third-party for handling
19 the settlement process.

20 **The Enhancement Payment Is Fair and Reasonable**

21 53. As part of the Settlement Agreement, Plaintiff respectfully requests a reasonable
22 Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. This
23 Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter,
24 and her services on behalf of the State of California and the Aggrieved Employees.

25 54. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of
26 California and undertook the responsibilities of serving in a representative capacity. Plaintiff was
27 available whenever Plaintiff's Counsel needed her and actively tried to obtain information that would
28 benefit the prosecution of the Action.

55. Accordingly, Plaintiff respectfully submits that it is appropriate and just for Plaintiff to receive an Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) in addition to the Individual PAGA Payment she will receive as an Aggrieved Employee, for her services on behalf of the State of California and the other Aggrieved Employees.

Pending Actions

56. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement.

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

Executed on January 12, 2026, at Los Angeles, California.

A. Blanchard

Annabel Blanchard

EXHIBIT 1

April 16, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Triada Pallidou v. TJB Gearys, LLC dba Gearys Beverly Hills*

To Whom It May Concern:

This office represents Triada Pallidou (“Claimant”) with respect to their claims under the California Labor Code against TJB Gearys, LLC dba Gearys Beverly Hills (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Triada Pallidou from approximately October 2023 to December 2023 as a non-exempt, hourly-paid employee. Triada Pallidou worked as a Sales Associate for Employers and was based out of Employers’ facility located at 351 N. Beverly Hills Drive, Beverly Hills, CA 90210.

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

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR WORK PERFORMED AT CORRECT RATES OF PAY, INCLUDING COMMISSIONS, MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

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

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

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, answering communications in between shifts as well as working during meal periods. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

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

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including commissions, minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 221, 510, 1194, 1197, 1197.1 and 1198.

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

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

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

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

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

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

3. REST BREAK VIOLATIONS

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

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

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

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

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

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

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, commissions, and meal and rest period premiums. For these reasons, among others, Employers violated California Labor Code section 204.

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

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

number, and (8) the name and address of the legal entity that is the employer.

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

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

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

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

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

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

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

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

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

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

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

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

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

of action under PAGA against Employers for the violations discussed in this letter.

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

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

BLACKSTONE LAW



Barbara DuVan-Clarke, Esq.

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

TJB Geary's, LLC
Attn: Thomas Blumenthal
Agent for Proof of Service
351 North Beverly Drive
Beverly Hills, CA 90210

EXHIBIT 2

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement” or “Settlement”) is entered into by and between Triada Pallidou (“Plaintiff”), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and TJB Geary’s, LLC dba Geary’s Beverly Hills (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) On April 16, 2024, Blackstone Law, APC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1022737-24 (“PAGA Notice”);

(b) On June 21, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Triada Pallidou v. TJB Geary’s, LLC dba Geary’s Beverly Hills*, Los Angeles County Superior Court Case No. 24STCV15627 (“Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(c) On September 15, 2025, the Parties mediated the Action with Eve Wagner, and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(d) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) Defendant shall pay the maximum gross sum of Two Hundred Forty-Five Thousand Dollars (\$245,000) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(a) below), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (\$85,750 if the Gross Settlement Amount is \$245,000), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars (\$30,000) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) An enhancement payment fee of up to the amount of Seven Thousand Five Hundred Dollars (\$7,500) ("Enhancement Payment") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars (\$5,000) ("Settlement Administration Costs") to Apex Class Action ("Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period April 17, 2023 to September 1, 2025 is the "PAGA Period." The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

(6) The Aggrieved Employees are estimated to consist of approximately 101 individuals who worked approximately 3,600 pay periods during the period April 17, 2023 to September 1, 2025. If the actual number of Pay Periods (as defined in Section 5(b) below) during the PAGA Period is more than ten percent (10%) above 3,600 (e.g. more than 360 additional Pay Periods), the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 3,960 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on the Employees' Portion, including any Defendant's portion of taxes on such payments (if any). Aggrieved Employees agree to indemnify and hold Defendant harmless from and against any tax or tax withholding claims, amounts, interest, penalties, fines or assessment brought or sought by any taxing authority or governmental agency with regards to the Employee's Portion. Aggrieved Employees may not opt-out of the PAGA Settlement and will be bound by the release set forth in Section 6 below.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required. Plaintiff's Counsel shall assume full responsibility and liability for taxes owed on the Attorney' Fees and Costs and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these payments.

4. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Avi Gholian and Michelle La Mar of Loeb & Loeb ("Defendant's Counsel") for review. Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court in good faith, and such good faith comments will be implemented.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void. Notwithstanding the foregoing, should the Court refuse to grant judgment or dismissal the Parties will work in good faith to resolve any issues addressed by the Court, necessary for the Court to grant approval of the Settlement.

5. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator

for administration of this Settlement, within twenty-one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A," in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) number of Pay Periods worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail and notify defense counsel that the mailing has been completed. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Enhancement Payment to Plaintiff.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

(9) The Settlement Administrator shall inform Defendant that it will be mailing the PAGA Package seven calendar days prior to doing so.

6. Release of Claims by Plaintiff and the Aggrieved Employees .

(a) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff and Aggrieved Employees, on behalf of themselves, the State of California, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, or which could have been alleged in the Operative Complaint or PAGA Notice, arising during the PAGA Period, including, but not limited to: all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, "Released Claims").

7. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and is not able to be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

9. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Eve Wagner. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

(f) Information provided to Plaintiff pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by Defendant in

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

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF TRIADA PALLIDOU

Dated: 11/14/2025

Triada Pallidou

Triada Pallidou

**DEFENDANT TJB GEARY'S LLC dba
GEARY'S BEVERLY HILLS**

Dated: 1.5.26

Thomas J. Blumenthal

Full Name: Thomas J. Blumenthal

Title: CEO

On behalf of TJB Geary's LLC dba Geary's
Beverly Hills

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 11/14/2025

Jonathan M. Genish

Jonathan M. Genish

Barbara DuVan-Clarke

Attorneys for Plaintiff Triada Pallidou

LOEB & LOEB, LLP

Dated: 1/5/26

/s/ Michelle La Mar
Michelle La Mar
Avi Gholian
Attorneys for Defendant TJB Geary's LLC
dba Geary's Beverly Hills

EXHIBIT 3



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Jue 08/01/2026 12:27

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

01/08/2026 09:26:52 AM

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

Item submitted: Proposed Settlement

On 01/08/2026 09:26:52 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1022737-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 4

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 5

Date	Type of Expense	Description of Expense	Amount
2/27/2024	Mailing	Mailing Cost - Gearys Beverly Hills	\$8.69
2/28/2024	Mailing	Mailing Cost - Welcome Pkg	\$1.63
4/19/2024	Filing	Steno - Complaint Packet	\$1,997.20
6/24/2024	Filing	Steno - Summons & Complaint; CCCS	\$647.20
6/29/2024	Filing	Steno - Peremptory Challenge	\$99.00
7/8/2024	Service	Steno - Personal Service	\$238.45
7/12/2024	Service	Steno - Personal Service	\$222.45
7/15/2024	Mailing	Mailing Cost - TJB Gearys, LLC	\$1.77
7/16/2024	Filing	Steno - Notice of CMC; Notice of MO June 28, 2024; Notice of Case Reassignment and Order	\$59.95
8/12/2024	Filing	Steno - Joint Initial Status Conference Statement	\$59.95
8/13/2024	Filing	Steno - Plaintiff's Notice of Court Order	\$59.95
11/15/2024	Hosting Fee	Payment to Case Anywhere	\$102.90
12/18/2024	Filing	Steno - Notice of Remote Appearance	\$59.95
2/27/2025	Hosting Fee	Payment to Case Anywhere	\$153.00
3/13/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
4/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
5/2/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
6/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
7/22/2025	Document Purchase	LASC - Document Download (MTCA to related cases)	\$164.40
7/23/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
8/12/2025	Mediation Fee	Payment to Signature Resolution	\$11,667.42
8/23/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
9/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
9/29/2025	Filing	Steno - Notice of Settlement; Stipulation to Continue Status Conference; and [Proposed] Order	\$99.95
10/8/2025	Mediation Fee	Payment to Berger Consulting Group	\$5,272.50
10/13/2025	Filing	Steno - Notice of Minute Order	\$59.95
10/24/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
11/30/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
12/31/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
1/2/2026	Hosting Fee	Payment to Case Anywhere	\$49.00

221 **\$21,521.31**