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Superior Court of California
County of Sonoma
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

TONI ARGO, on behalf of herself and the putative Class Members,

Plaintiff,

vs.

BEVERAGES & MORE, INC.; and DOES 1-100, inclusive,

Defendants,

Case No. 24CV03802

Assigned for all purposes to Hon. Jane Gaskell Dept. 17

DECLARATION OF ORI EDELSTEIN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: March 17, 2027
Time: 3:00 pm
Dept. 17

Complaint Filed: June 26, 2024
Trial Date: None Set.

DECLARATION OF ORI EDELSTEIN

I, Ori Edelstein, hereby declare as follows:

1. I am an attorney at law duly licensed and in good standing to practice law in the courts of California.

2. I am a partner at the law firm of Schneider Wallace Cottrell Kim LLP ("SWCK"). SWCK specializes in class, collective, and representative litigation in state and federal courts.

3. I am counsel of record for Toni Argo ("Plaintiff") in the above-captioned consolidated case. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement ("Motion"). I am familiar with the file, the documents, and the history related to this case. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

4. The "Settlement Agreement" or "Settlement" refers to the Private Attorneys General Act Settlement Agreement executed by the parties on July 20, 2026, a true and correct copy of which is attached hereto as **Exhibit 1**. The Notice of PAGA Settlement is attached hereto as **Exhibit 2**.

Qualifications, Skill, and Experience

5. Plaintiff, the Aggrieved Employees, and the State of California have been represented by highly experienced counsel who focus on wage and hour representative actions.

6. SWCK is regarded as one of the leading private plaintiff's firms in wage and hour class actions and employment class actions. In November 2012, the Recorder listed the firm as one of the "top 10 go-to plaintiffs' employment firms in Northern California." The partners and attorneys have litigated major wage and hour class actions, have won several prestigious awards, and sit on important boards and committees in the legal community. SWCK was founded by Todd Schneider in 1993, and I have been a member of the firm since 2018.

7. SWCK has acted or is acting as class counsel in numerous cases. A partial list of cases which have been certified and/or settled as class and representative PAGA actions includes: *Macias, et al. v. First Technology Federal Credit Union* (Case No. 21CV375222) (Santa Clara Superior Court, March 12, 2026) (class certification of California classes for wage and hour claims);

Zermeno v. Marriott Int'l, Inc. (Case No. RG20069869) (Alameda Superior Court, January 6, 2026) (approval of PAGA representative action settlement); *Chavez v. Teasdale Foods, Inc*. (Case No. 21CV-03035) (Merced Superior Court, January 8, 2026) (final approval of California class and subclasses of previously obtained certified wage and hour claims); *McElroy, et al. v. Georgia-Pacific Corrugated LLC (*Case No. 23CV034158) (Alameda Superior Court, November 25, 2025) (final approval of California class and PAGA representative action settlement); *Kingsley v. IKEA US Retail LLC, et al. (*Case No. 24CV089765) (Alameda Superior Court, October 23, 2025) (final approval of California class and PAGA representative action settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles Superior Court, December 4, 2025) (final approval of California class and PAGA action settlement of previously certified California rounding, meal, and wage statement claims); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, September 16, 2025) (final approval of settlement of previously certified California subclasses)*; Roberts v. Turning Point Community Programs* (Case No. 23cv001916) (Sacramento Superior Court, July 7, 2025) (final approval of class and PAGA settlement); *Weaver v. Amentum Servs., Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San Diego Superior Court, July 11, 2025) (final approval of California class and PAGA representative action); *Morel v. HNTB Corp., et al.* (Case No. 3:2022-cv-00408) (United States District Court, Southern District of California, July 7, 2025) (final approval of California class and PAGA representative action); *Tovar v. GC Servs. Ltd. P'ship* (Case No 37-2021-00038640-CUOE-CTL) (San Diego Superior Court, July 3, 2025) (final approval of Class and PAGA settlement); *Morales, et al. v. Porto's Bakery, Inc., et al.* (Case No. 20STCV34675) (Los Angeles Superior Court, June 25, 2025) (class certification of California class in consolidated matter); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court, May 13, 2025) (final approval of California class and PAGA representative action); *Cohen v. Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central District of California, February 12, 2025) (final approval of FLSA collective, California class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class, and PAGA

representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al*. (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective, California class, and PAGA representative action); *Chavez v. Teasdale Foods, Inc*. (Case No. 21CV-03035) (Merced Superior Court, August 28, 2024) (class certification of a California class and subclasses); *Walker v. Nursefinders, LLC, et al*. (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final approval of California class and PAGA representative action settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles Superior Court, July 10, 2024) (class certification of California rounding, meal, and wage statement subclasses); *Bonner v. Providence Health Sys.-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break subclass); *Clavel v. San Diego Sunrise Mgmt. Co.* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (final approval of California class action settlement); *Randall, et al. v. Integrated Commc'n Serv. Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of California class and PAGA representative action settlement); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, Jan. 22, 2024) (class certification of California subclasses); *Rodriguez, et al. v. Tri-Wire Eng'g Sols., Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District of Oklahoma, November 3, 2023) (final approval of Oklahoma class and FLSA collective action settlement for deceptive trade practices, unlawful sale of business opportunities, and wage and hour claims on behalf of independent contractor truck drivers); *Sishi, et al. v. Eskaton Props. Inc., et al.* (Case No. RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of California class and PAGA representative action settlement); *Wright, et al. v. Frontier Mgmt. LLC, et al.* (Case No.

2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval of California law wage and hour class action settlement alleging misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC* (Case No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-3531-GW-SKx) (Central District of California, May 19, 2022) (final approval of California class action and PAGA representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California class action and PAGA representative action); *Hazel v. Himagine Sols., Inc.* (Case No. RG20068159) (Alameda County Superior Court, Nov. 2, 2021) (final approval of a California class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine Manor Investors, LLC v. FPI Mgmt., Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court, October 20, 2021) (final approval of a California class action settlement in action that alleged improper billing for workers compensation charges by an apartment complex management company); *Etcheverry v. Franciscan Health Sys., et al.* (Case No. 3:19-cv-05261-RJB-MAT) (Western District of Washington, October 19, 2021) (final approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre, et al. v. J&L Cable TV Servs., Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action);

Amaraut, et al. v. Sprint/United Mgmt. Co. (Case No. 19-cv-411-WQH-AHG) (Southern District of California, August 5, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code Rule 23 action); *Diaz, et al. v. TAK Commc'ns CA, Inc., et al.* (Case No. RG20064706) (Alameda Superior Court, July 27, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code class action); *Villafan v. Broadspectrum Downstream Servs., Inc., et al.* (Case No. 3:18-cv-06741-LB) (Northern District of California, April 8, 2021) (final approval of hybrid Fair Labor Standards Act and California law class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements, under California law); *Soto, et al. v. O.C. Commc'ns, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Van Liew v. North Star Emergency Servs., Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements, under

federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and collective action settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to California record keeping requirements, waiting time penalties, and failure to provide itemized wage statements, under federal and California law); among many others.

8. I am a partner at SWCK. My practice focuses on complex litigation, with an emphasis on representing employees in employment class actions. I also represent individuals bringing claims of discrimination, sexual harassment, and wrongful termination. I graduated from Georgetown University Law Center in 2009 and have an undergraduate degree in economics from the University of California, Berkeley. I have been licensed to practice law in California since 2009.

Procedural History

9. After complying with all administrative requirements under PAGA, Plaintiff filed this representative action against Defendant in Sonoma County Superior Court on behalf of the State of California and Aggrieved Employees: *Argo v. Beverages & More, Inc.*, No. 24CV03802 (Super. Ct. Sonoma Cnty.), filed June 26, 2024 (the "PAGA Action"). Prior to filing the PAGA Action, Plaintiff filed a related Class Action Complaint against Defendant in Sonoma County Superior Court: *Argo v. Beverages & More, Inc.*, No. 24CV02839 (Super. Ct. Sonoma Cnty.), filed May 8, 2024 (the "Class Action").

10. In the PAGA Action, Plaintiff alleged two causes of action for PAGA penalties: (1) Penalties Pursuant to Cal. Lab. Code § 2699(a), based on Defendant's alleged violations related to wage statements (§ 226) and waiting time (§§ 201–203, 256); and (2) Penalties Pursuant to Cal. Lab. Code § 2699(f), based on Defendant's alleged misclassification of Aggrieved Employees as exempt store managers, resulting in violations of overtime requirements (§ 510) and meal and rest period requirements (§§ 226.7, 512).

11. Pursuant to the parties' arbitration agreement, Plaintiff submitted a demand to arbitrate her individual claims, including her individual PAGA claims. Plaintiff's arbitration demand included claims for failure to pay minimum wages for all hours worked in violation of

Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, and 1198; failure to pay overtime wages in violation of Cal. Lab. Code § 510; failure to provide and/or make available meal periods in violation of Cal. Lab. Code §§ 226.7 and 512; failure to authorize and permit rest periods in violation of Cal. Lab. Code § 226.7; failure to provide timely and accurate itemized wage statements in violation of Cal. Lab. Code §§ 226 and 226.3; waiting time penalties pursuant to Cal. Lab. Code §§ 201–203; and violations of Cal. Bus. & Prof. Code §§ 17200, et seq.

12. The parties then attended mediation in an attempt to resolve Plaintiff's claims. On January 24, 2025, the parties participated in a private mediation session before mediator Steve Pearl. Despite arm's-length negotiations, the parties did not reach a resolution that day, and Plaintiff proceeded with litigation of her claims.

13. The parties continued to negotiate after the mediation and eventually agreed on the material terms of the Settlement on March 11, 2026. The parties then spent several weeks negotiating and finalizing the long-form Settlement Agreement, which all parties executed on July 20, 2026.

Settlement Terms

14. The parties have agreed to retain Apex Class Action, LLC, ("Apex") as the settlement administrator. Plaintiff's counsel has used Apex to administer dozens of settlements. The parties' settlement agreement agrees to allocate settlement administration costs of $5,870.00.

15. The Settlement provides for a Net Settlement Amount of approximately $29,039.32, to be distributed to the approximately 238 Aggrieved Employees.

16. The Gross Settlement Amount of $225,000.00 is approximately 12.5% of Defendants' total estimated exposure of $1,800,000 for penalties for two substantive violations (unpaid overtime, and meal period violations) and one derivative violation (wage statements) assessed for 100% of pay periods at a rate of $50.00 per pay period. Aggrieved employees worked approximately 12,000 pay periods over the course of the PAGA period covered by the Settlement. Thus, the exposure for each of the violations at $50 per pay period is approximately $600,000, multiplied by the two substantive violations and one derivative violations results in a total exposure of $1,800,000. This estimated exposure for two substantive violations and one derivative violation

is realistic given doubts regarding whether stacking of penalties is permitted and courts' broad discretion to reduce PAGA penalties. Especially where, as here, all violations are predicated on a single theory of liability – misclassification as exempt employees.

Risks of Continued Litigation

17. Although Plaintiff believes that she could have succeeded in proving her claims, and that Defendant's evidence would not have been as persuasive, a trial on Plaintiff's claims would have carried a particularly high degree of risk here, as all of the PAGA claims—substantive and derivative—hinge on whether aggrieved employees were properly classified as exempt employees.

18. In order to prove any liability, Plaintiff would have had to prove that she was misclassified as an exempt employee. Defendant has argued that Plaintiff and the Aggrieved Employees are properly classified as exempt store managers under California's executive exemption.

19. Plaintiff would have had to show that Plaintiff and the Aggrieved Employees spent more than 50% of their working time on non-exempt duties, such as stocking shelves, operating registers, assisting customers, and performing the same tasks as hourly, non-exempt retail employees, rather than on managerial functions such as directing the work of two or more employees, hiring and firing, and exercising independent judgment and discretion.

20. This argument would have required proving that Aggrieved Employee's actual day-to-day duties diverged from Defendant's job descriptions and formal titles, and that any managerial authority they nominally held was not regularly and customarily exercised. There was no guarantee that Plaintiff would have been successful on these elements, given the risk that Defendant's evidence of Plaintiff's and the Aggrieved Employees' managerial responsibilities would be credited by the Court. Failing to show that the executive exemption did not apply to Plaintiff and the Aggrieved Employees would have made it impossible for Plaintiff to pursue her PAGA penalties for this claim.

21. Further, if the Action were to go to trial, fees and costs would increase significantly. Plaintiff's claims and Defendant's defenses would require substantial additional preparation and discovery. They would require depositions of experts, the presentation of percipient and expert

witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. In contrast to litigating this suit, resolving this case by means of the Settlement will yield a prompt, certain, and substantial recovery for the Aggrieved Employees and the State. Such a result will benefit the parties and the court system and will bring finality to nearly two years of litigation.

Attorneys' Fees and Costs

22. Plaintiff's counsel's efforts resulted in a Gross Settlement Amount of $225,000. This is a fair and reasonable settlement and an especially favorable result in light of the number of Aggrieved Employees and the challenges Plaintiff may have faced at trial. This result was achieved by the work and success of Plaintiff's counsel, who negotiated the Settlement after extensive preparation. As discussed above, Plaintiff's counsel are experienced representative action litigators. This experience and expertise, combined with the high quality of work performed in this case by Plaintiff's counsel, resulted in the Settlement.

23. Plaintiff's counsel have been representing Plaintiff and the State in this matter on strictly contingency-fee basis. Plaintiff's counsel have exposed themselves to the risk of zero recovery after a substantial investment of time, money, and resources, and have done so since the inception of the case without any payment or compensation.

24. The lodestar for Plaintiff's counsel in this consolidated action is approximately 214.1 hours, corresponding to $155,186.00 in fees. Attached hereto as **Exhibit 3** is Plaintiff's counsel's billing summary.

25. The $78,750 attorneys' fees requested represent approximately 50% of the lodestar, resulting in a negative multiplier of 0.50. Plaintiff's counsel has agreed to accept this compromise and reduction in an effort to resolve the case and obtain a fair settlement for Plaintiff, the Aggrieved Employees, and the State.

26. Reasonable litigation expenses are ordinarily included with an award of attorneys' fees pursuant to California wage-and-hour law. Plaintiff's counsel's expenses were reasonable, necessary to the prosecution, and of the type customarily billed to fee-paying clients. Attached hereto as **Exhibit 4** is a summary and description of incurred expenses totaling $14,102.73.

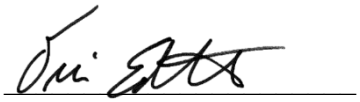
Service Award

27. Plaintiff has substantially contributed her time and efforts over a period of nearly two years in pursuing claims on behalf of the Aggrieved Employees and the State, and Plaintiff's role was crucial in this case. Plaintiff participated in the initial investigation of the claims, including producing records from her time working for Defendant, she had discussions with Plaintiff's counsel throughout the litigation, worked with Plaintiff's counsel to review facts and answer questions, assisted Plaintiff's counsel in their mediation efforts, and has generally remained apprised of the case.

28. Plaintiff also took the significant risk of coming forward to represent the interests of her fellow employees.

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

Executed on this 3rd day of November, 2026 in Oakland, California.



Ori Edelstein

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Toni Argo ("Plaintiff") and defendant Beverages & More, Inc. ("BevMo" or "Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against BevMo captioned *Toni Argo v. Beverages & More, Inc.*, Sonoma County Superior Court, Case No. 24CV03802 initiated on June 26, 2024 and pending in the Court.

1.2 "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means a person employed by BevMo in California and classified as an exempt store manager, who worked for BevMo during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in BevMo's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defense Counsel" means Fisher & Phillips LLP.

1.10 "Effective Date" means the date on which the Judgment becomes final.

1.11 "Gross Settlement Amount" means $225,000.00 which is the total amount BevMo agrees to pay under the Settlement. The Gross Settlement Amount will be used

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to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.12 "Incentive Award" refers to the award to named PAGA Plaintiff Toni Argo, not to exceed $10,000, which is to be approved by the Court.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15 "LWDA" means the California Labor and Workforce Development Agency.

1.16 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Incentive Award; LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means Schneider Wallace Cottrell Kim LLP, the attorneys representing the Plaintiff in the Action.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for BevMo for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from April 9, 2023 to July 20, 2026.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 "PAGA Notice" means Plaintiff's April 9, 2024 letter to BevMo and the LWDA and Plaintiff's July 3, 2025 letter to BevMo and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Toni Argo, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "Released Parties" means BevMo and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (including, but not limited to, GoBrands, Inc.).

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "BevMo" means named Defendant Beverages & More, Inc.

2. RECITALS.

2.1 On June 26, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against BevMo for penalties pursuant to PAGA sections 2699(a) and (f). The Complaint is the operative complaint in the Action (the "Operative Complaint"). BevMo denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to BevMo and the LWDA by sending the PAGA Notice.

2.3 On January 24, 2025, the Parties participated in an all-day mediation presided over by mediator Steve Pearl, and continued negotiations after that mediation that led to the Agreement.

2.4 Before negotiating the Settlement, Plaintiff obtained, through informal discovery, Bevmo policies and procedures, employee records with hire and termination dates, personnel files, time records, emails, pay statements, and related information.

2.5 The Parties, PAGA Counsel and Defense Counsel represent they are aware that this Settlement will also resolve the PAGA claims brought by Norbert Camacho, Jahmar Caroll, Fausto Flores Paz, Jason King, and Juliana Torrez, who are also represented by PAGA counsel (Schneider Wallace Cottrell Kim LLP).

3. MONETARY TERMS.

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3.1 Gross Settlement Amount. BevMo promises to pay $225,000.00 and no more as the Gross Settlement Amount. BevMo has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to BevMo.

3.2 Incentive Award: Named Plaintiff Toni Argo shall be permitted to seek, and be awarded an Incentive Award not to exceed $10,000 to be paid from the Gross Settlement Amount.

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

3.3.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, of the Gross Settlement Amount, (which is $78,750) and PAGA Counsel Litigation Expenses Payment (currently estimated at $19,854.08). BevMo will not oppose requests for Court approval of these payments. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds BevMo harmless, and indemnifies BevMo, from any dispute or controversy regarding any division or sharing of any of these payments.

3.3.2 To the Administrator: An Administration Expenses Payment not to exceed $5,990.00, except for a showing of good cause and as approved by the Court . To the extent the administration expenses are less than $5,990.00 or the Court approves payment less than $5,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.3 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.3.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved

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Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, BevMo estimates there are 238 Aggrieved Employees who worked a total 12,000 of PAGA Pay Periods.

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

4.3 Funding of Gross Settlement Amount. BevMo shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after BevMo funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

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4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

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

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with

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Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 21 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

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

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

9. ADDITIONAL PROVISIONS.

9.1 Escalator Clause. Defendant estimates that there were approximately 12,000 pay periods for approximately 238 Aggrieved Employees for the period of April 9, 2023, through April 13, 2026. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10% (*i.e.*, are greater than 13,200), Defendant shall, in its sole discretion, have the option to either: (i) increase the Gross Settlement in proportion to the increase in PAGA Pay Periods above 10% (*i.e.*, if the total number of PAGA Pay Periods is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%); or (ii) end the PAGA Period on a date in which the PAGA Pay Periods are equal to or less than 12,000 PAGA Pay Periods, provided that the PAGA Period may not end prior to April 13, 2026.

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

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

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

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

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

9.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, BevMo nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

9.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by BevMo in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court.

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

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

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

To Plaintiff:
Carolyn Hunt Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com

To BevMo:
Lonnie D. Giamela
Jacob P. Waschak
Carina DiMeglio
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
lgiamela@fisherphillips.com
jwaschak@fisherphillips.com
cdimeglio@fisherphillips.com

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

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

PLAINTIFF TONI ARGO:

_____ Date: 07 / 20 / 2026
Toni Argo

APPROVED AS TO FORM BY PAGA COUNSEL:

_____ Date: 7/20/2026
Carolyn Hunt Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

DEFENDANT BEVERAGES & MORE, INC.:

_____ Date: _____
Beverages & More, Inc.

APPROVED AS TO FORM BY DEFENSE COUNSEL:

_____ Date: _____
Lonnie D. Giamela
Jacob P. Waschak
Carina DiMeglio
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 9007

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PLAINTIFF TONI ARGO:

_____ Date: _____
Toni Argo

APPROVED AS TO FORM BY PAGA COUNSEL:

_____ Date: _____
Carolyn Hunt Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

DEFENDANT BEVERAGES & MORE, INC.:

_____ Date: July 16, 2026
Beverages & More, Inc.

APPROVED AS TO FORM BY DEFENSE COUNSEL:

_____ Date: July 9, 2026
Lonnie D. Giamela
Jacob P. Waschak
Carina DiMeglio
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 9007

EXHIBIT 2

[Settlement Admin Contact Info]
<<SETTLEMENT ADMIN ID>>

[Mailing Date]
<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from the *Argo, Toni v. Beverages & More, Inc.* Lawsuit

Dear <<FullName>>:

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Argo, Toni v. Beverages & More, Inc.*, Case No. 24CV03802, Superior Court of California, County of Sonoma (the "Action"). This settlement includes and applies to: all individuals who were employed by Beverages & More, Inc. in California and classified as non-exempt employees during the period from April 9, 2023 to July 20, 2026. You have been identified as a current or former employee to whom this settlement applies and who is included in this settlement. The check represents your share of the settlement for PAGA civil penalties.

Plaintiff Toni Argo filed this action against Beverages & More, Inc., pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (called "PAGA") on behalf of the State of California and all "aggrieved employees" of Defendant for civil penalties for alleged wage and hour violations, including claims for willful misclassification, failure to pay overtime, failure to pay minimum wages, failure to provide meal periods and/or premiums, failure to provide rest periods and/or premiums, failure to provide and maintain accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, and failure to reimburse business expenses.

Defendant denies that it has done anything wrong or that it owes any wages or penalties. Defendant believes it has at all times complied with the Labor Code. The parties in this Action have agreed to resolve the case to avoid the uncertainty and expense of litigation, and as part of the settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the employees, with 75% of the settlement going to the State and the remaining 25% divided among the represented employees. As a result of this settlement, the State of California's and your ability to seek penalties recoverable under the PAGA, for all of the claims ordered released by the Court and summarized above, have been released.

The PAGA claims that have been settled in this matter are limited to those brought on behalf of the State of California. This settlement payment does not affect your right to bring any individual claim against Defendant and related released parties. You are not able to opt out or object to the settlement.

If you have any questions, you can view the public docket on the Court's website at [web address] by searching the case number, or you can contact the settlement administrator (whose contact information is at the top of this letter).

Sincerely,
[Settlement Administrator]

EXHIBIT 3

Billing Summary by Matter for 'Argo, Toni v. Beverages and More, et al (PAGA)' from Inception to 10/19/2026 that includes All Timekeepers

Classification	Timekeeper	Title	License Date	Hourly Rate ($)	Hours	Amount ($)
Partners	Carolyn Cottrell (CMH)	Partner	12/13/1993	$ 1,350.00	4.4	$ 5,940.00
Partners	Ori Edelstein (OXE)	Partner	12/01/2009	$ 1,200.00	15.3	$ 18,360.00
Of Counsel / Associates	Ryan Quadrel (RAQ)	Sr. Associate	12/29/2015	$ 875.00	36	$ 31,500.00
Other Lawyers	Christine Krawietz (CEK)	Brief Writer	05/04/2018	$ 850.00	9.5	$ 8,075.00
Of Counsel / Associates	Jessica Turner (JMT)	Associate	09/17/2019	$ 825.00	11.3	$ 9,322.50
Of Counsel / Associates	Philippe Gaudard (PMG)	Associate	06/01/2020	$ 800.00	23	$ 18,400.00
Of Counsel / Associates	Elizabeth Klos (ERK)	Associate	12/06/2022	$ 775.00	13.5	$ 10,462.50
Of Counsel / Associates	Fabiola Martinez (FXM)	Staff Attorney	12/01/2022	$ 775.00	7.1	$ 5,502.50
Of Counsel / Associates	Sara Zollner (SJZ)	Associate	12/30/2021	$ 775.00	4.2	$ 3,255.00
Of Counsel / Associates	Sergio Salazar (SLS)	Associate	04/16/2021	$ 775.00	6.4	$ 4,960.00
Paralegals / Law Clerks	Alice Ilie (AJI)	Paralegal		$ 500.00	6.6	$ 3,300.00
Paralegals / Law Clerks	Collin Hoover (CEH)	Paralegal		$ 500.00	42.6	$ 21,300.00
Paralegals / Law Clerks	Karina Garcia-Guillen (KGG)	Paralegal		$ 500.00	13.8	$ 6,900.00
Paralegals / Law Clerks	Tracey McClain (TLM)	Intake Manager		$ 470.00	2.7	$ 1,269.00
Paralegals / Law Clerks	Danielle Toure (DNT)	Legal Assistant		$ 385.00	6.9	$ 2,656.50
Paralegals / Law Clerks	Maria Alvarez (MTA)	Legal Assistant		$ 385.00	3.8	$ 1,463.00
Paralegals / Law Clerks	Michaela Stewart (MLS)	Docketing Specialist		$ 360.00	7	$ 2,520.00
			Total		**214.1**	**$ 155,186.00**

EXHIBIT 4

SCHNEIDER² WALLACE
COTTRELL KIM LLP

CASE COSTS

Argo v BevMo
Matter No. 106547
Date: 09/24/2026

DATE	VENDOR	DESCRIPTION	AMOUNT
02/15/2024	Command Investigations	Background Check - Toni Argo	$ 302.50
04/10/2024	LWDA	Filing of PAGA Letter with LWDA	$ 75.00
05/28/2024	One Legal LLC (Info Track)	Service on a Registered Agent - Complaint, Summons, Civil Case Cover Sheet, Genera	$ 40.00
05/31/2024	One Legal LLC (Info Track)	Service on a Registered Agent - Notice	$ 40.00
06/18/2024	One Legal LLC (Info Track)	eFiling Fee - Proof of Service of Process (6/18)	$ 18.55
06/24/2024	One Legal LLC (Info Track)	eFiling Fee - Proof of Service of Process (6/24)	$ 18.55
06/30/2024	West Payment Center (4005)	Thomson Reuters - Research 06/01/24 - 06/30/24	$ 31.18
06/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/24- 06/30/24	$ 14.09
07/01/2024	One Legal LLC (Info Track)	Court Filing Fees - Civil Case Cover Sheet, Summons Issued, Complaint Filed	$ 1,453.70
07/02/2024	One Legal LLC (Info Track)	Service on a Registered Agent - Complaint, Summons, Civil Case Cover Sheet, Genera	$ 40.00
07/05/2024	One Legal LLC (Info Track)	eFiling Fee - Proof of Service of Process (7/5)	$ 18.55
08/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/24- 08/31/24	$ 2.56
09/13/2024	Steve Pearl Mediation P.C.	01/24/25 - Mediation Fees	$ 10,000.00
09/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/24- 09/30/24	$ 4.13
10/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 10/01/24 - 10/31/24	$ 141.07
11/30/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 11/01/24 - 11/30/24	$ 86.14
12/02/2024	One Legal LLC (Info Track)	Case Management Statement, Proof of Service of Process- Court Superior Court of Cali	$ 18.70
12/12/2024	One Legal LLC (Info Track)	Notice of Deposit of Jury Fees/Demand for Jury - Superior Court of California, Sonoma (	$ 169.70
12/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 12/01/24 - 12/31/24	$ 11.54
01/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 01/01/2025 - 01/31/2025	$ 17.25
02/18/2025	One Legal LLC (Info Track)	Case Management Statement - Superior Court of California, Sonoma County	$ 26.15
02/28/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 02/01/2025 - 02/28/2025	$ 12.69
03/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 03/01/25 - 03/31/25	$ 9.24
04/30/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 04/01/25 - 04/30/25	$ 196.35
05/14/2025	One Legal LLC (Info Track)	Appendix of Cases, Opposition - Superior Court of California, Sonoma County	$ 26.89
05/15/2025	Steno Agency, Inc	Hearing - Motion to Stay Rep. PAGA Claim pending Arb. of Individual PAGA Claim (5/7/	$ 750.00
05/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 05/01/25 - 05/31/25	$ 120.67
07/11/2025	One Legal LLC (Info Track)	Notice	$ 22.89
03/13/2026	Steno Agency, Inc	03/11/26: Depo-Angela Hildebrand (106547)	$ 400.00
04/06/2026	One Legal LLC (Info Track)	Notice of	$ 27.89
09/24/2026	SWCK	Copies and Printing from Shared Printing (2024-Present)	$ 6.75
		Total Costs for (106547) Argo, Toni v BevMo et al. (PAGA)	**$14,102.73**