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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISABELLE ESCARCEGA, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,
vs.

BRIDGESTONE RETAIL OPERATIONS,
LLC; a Delaware limited liability company;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV23201

[Assigned to the Hon. Steve Cochran, Dept. 306]

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: January 8, 2027

Time: 9:00 a.m.

Dept.: 306

Complaint filed: September 9, 2024

Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff E Escarcega (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice law in that Court. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk at Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to September 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes performing pre-discovery research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and conducting depositions, analyzing payroll and timekeeping records and employee handbooks, drafting motions for summary judgment, as well as a variety of other motions such as motions to dismiss, demurrers and motions to dismiss, motions to strike, motions to compel, motions to set aside judgments and motions for class certification, drafting mediation briefs, attending mediations, negotiating long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) wage and hour class and representative PAGA actions in both state and federal court.

1 4. The following is a non-exhaustive list of wage and hour class actions in which I
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals involving
16 claims for unpaid wages, meal and rest period violations, wage statement violations, and other
17 claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior Court,
18 Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on
19 behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v.*
20 *AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage
2 statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No.
3 CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding
4 (granting final approval of settlement on behalf of non-exempt manufacturing employees
5 involving claims for unpaid minimum and overtime wages, meal and rest period violations, and
6 other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los
7 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
8 of non-exempt direct support professionals involving claims for meal and rest period violations
9 and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court,
10 Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on
11 behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages,
12 meal and rest period violations, failure to reimburse for necessary expenditures, and other claims);
13 *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County,
14 Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt
15 manufacturing employees involving claims for unpaid wages, meal and rest period violations, and
16 other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-
17 CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting
18 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
19 overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST*
20 *Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-
21 OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting
22 final approval of settlement on behalf of non-exempt garment employees involving claims for
23 unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v.*
24 *Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior
25 Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement
26 on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and
27 overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v.*
28 *Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge

1 Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt
2 commissioned salespersons and other employees involving claims for unpaid wages, meal and
3 rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et*
4 *al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior Court, Los Angeles
5 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
6 non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and
7 other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No. CGC-18-566393, California
8 Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final
9 approval of settlement on behalf of sales development representatives involving claims for unpaid
10 overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port*
11 *Services, Inc.*, Case No. BC659234, California Superior Court, Los Angeles County, Judge
12 Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt
13 employees involving claims for meal and rest period violations, and other claims); *Carlos Perez,*
14 *et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court,
15 Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on
16 behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and
17 rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange,*
18 Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge
19 Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt
20 commissioned employees involving claims for unpaid wages, meal and rest period violations,
21 unreimbursed business expenses, and penalty claims).

22 5. I have also moved to certify and have received an order certifying a class action in
23 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
24 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
25 classes of employees for rest period violations, wage statement violations, meal period violations,
26 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-
27 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable
28 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As counsel for Plaintiff and the Aggrieved Employees in this case, I have been intimately involved in every aspect of this case, and I believe the proposed Settlement is a favorable result for the Aggrieved Employees and the State of California.

8. Defendant Bridgestone Retail Operations, LLC (“Bridgestone”) operates one of the country’s largest network of tire and automotive repair services centers, with over 2,200 locations in the United States. Included within Bridgestone’s portfolio of companies is Firestone Complete Auto Care and Tires Plus.

9. On June 21, 2024, Plaintiff sent her PAGA notice letter to the California Labor & Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s June 21, 2024 letter to the LWDA. On September 9, 2024, after exhausting her pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed a Representative Action Complaint (the “Action”) in this Court, alleging a single cause of action for civil penalties under the PAGA.

10. On February 3, 2026, the Parties participated in mediation with Hon. Jeff Winikow (Ret.), a well-respected wage and hour mediator, in an effort to resolve Plaintiff’s PAGA claims. Prior to mediation, Bridgestone provided PAGA counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for PAGA Counsel to review the allegations and value the claims prior to mediation. Specifically, Bridgestone provided the

1 number of Aggrieved Employees and the number of aggregate PAGA pay periods worked during
2 the PAGA Period, its relevant wage and hour policies/procedures and employee handbook,
3 Plaintiff's personnel file, as well as timekeeping and payroll records for a 10% sampling of all
4 non-exempt employees. Plaintiff retained an expert to assist in conducting a comprehensive
5 analysis and extrapolation of the data produced by Bridgestone to calculate Bridgestone's
6 potential PAGA exposure.

7 11. During mediation, the Parties vigorously debated Plaintiff's ability to proceed on
8 a representative basis, the legal basis for Plaintiff's claims and Bridgestone's defenses, the
9 potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With
10 the assistance of Hon. Jeff Winikow (Ret.), the Parties agreed to fully and finally resolve
11 Plaintiff's PAGA claims. Over the following months, the Parties negotiated and finalized the
12 Settlement now before the Court.

13 12. As a part of the Settlement, Plaintiff submitted an amended LWDA Letter on April
14 28, 2026 to allege additional allegations and theories of liability. Attached hereto as **Exhibit 3** is
15 a true and correct copy of Plaintiff's April 28, 2026 letter to the LWDA. After exhausting the
16 amended LWDA letter, on July 16, 2026, Plaintiff filed the operative First Amended
17 Representative Action Complaint in this Court.

18 13. A true and correct copy of the fully-executed PAGA Settlement Agreement
19 ("Settlement Agreement") is attached hereto as **Exhibit 1**. The proposed Explanatory Letter to be
20 mailed to Aggrieved Employees with their settlement payments is attached as **Exhibit A** to the
21 Settlement Agreement. The Settlement provides for a non-reversionary Gross Settlement Amount
22 of \$1,560,000.00. After deducting amounts for requested attorneys' fees (\$546,000.00), litigation
23 costs (\$24,122.97), Representative Enhancement Payment (\$5,000.00), and settlement
24 administration costs (\$16,500.00), the Settlement provides for a Net Settlement Amount of
25 approximately \$968,377.03 with \$629,445.07 (65%) paid to the LWDA and \$338,931.96 (35%)
26 distributed to the Aggrieved Employees. There are approximately 3,125 Aggrieved Employees,
27 resulting in average payments of approximately \$108.46 to each Aggrieved Employee.

28 14. Although Plaintiff steadfastly maintains her claims are meritorious, Plaintiff

acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example, Plaintiff alleges that she and other Aggrieved Employees were often provided with late, short, and/or interrupted meal periods due to the nature of their work. Specifically, Plaintiff alleges, she and other Aggrieved Employees were routinely interrupted during their off-duty meal periods and required to respond to emergent work issues during their off-duty meal periods. Plaintiff also alleges that work demands also frequently kept her and other Aggrieved Employees from commencing their meal periods until after the completion of five hours of work. Bridgestone counters that it maintained compliant written meal period policies throughout the PAGA Period and provided compliant meal periods in line with those policies. Bridgestone further contends that it has always provided employees with the opportunity to take meal periods and is not required to ensure they are taken. Bridgestone further argues that during the PAGA Period it paid meal period premiums for any facial meal period violations reflected in its data. Finally, Bridgestone maintains Plaintiff's meal period claim is not suited for representative treatment, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a meal period on a particular shift.

15. With respect to Bridgestone's regular rate violations, Plaintiff alleges that Bridgestone failed to properly calculate the regular rate of pay when compensating Plaintiff and other Aggrieved Employees for meal period premiums and paid sick pay. Specifically, Plaintiff alleges that Bridgestone calculated employees' base hourly rates of pay while excluding non-discretionary bonuses, incentive compensation, and other forms of remuneration, including payments identified as "HighMileSpiff," "SSS Bonus," "LTAlignSpiff," "ServiceSpiff," and/or "TireSpiff", that should have been incorporated into employees' regular rates of pay. Bridgestone contends that its compensation practices complied with California law and disputes that the incentive payments at issue were required to be included in the regular rate calculation for all forms of compensation challenged by Plaintiff. Bridgestone further maintains that determining whether any additional overtime wages were owed would require individualized analyses of each employee's compensation, incentive earnings, and overtime worked during the PAGA Period.

1 Accordingly, Bridgestone maintains that Plaintiff's regular rate claims present significant factual
2 and legal disputes, including the proper characterization of various forms of incentive
3 compensation and the calculation of any alleged underpayments.

4 16. With respect to Plaintiff's rest period claims, Plaintiff alleges that she and
5 Aggrieved Employees were not always relieved of all duty during their rest periods for the same
6 reasons underlying her meal period claims. Bridgestone contends that it has maintained and
7 enforced compliant written rest period policies throughout the PAGA Period and has always
8 authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or
9 major fraction thereof, as required under the Wage Order, and that any failure to take rest periods
10 was a result of employee choice rather than any Bridgestone's policy and/or practice. Bridgestone
11 further argues that Plaintiff's rest period claim is not amenable to representative treatment, since
12 individual inquiries would be required to determine which employees failed to take rest periods,
13 how many rest periods they failed to take, and the reasons why each employee failed to take rest
14 period(s) on a particular shift. These manageability concerns are especially present with respect
15 to rest period claims, Bridgestone argues, given that rest periods are not, and need not, be
16 recorded.

17 17. With respect to Plaintiff's business expense reimbursement claims, Plaintiff
18 alleges that Bridgestone failed to reimburse Plaintiff and other Aggrieved Employees for
19 necessary business expenditures incurred in the discharge of their duties, including expenses
20 associated with the use of personal cellular telephones for work-related communications with
21 customers, supervisors, and coworkers. Bridgestone disputes these allegations and contends that
22 employees were not required to use their personal cellular phones to perform their job duties or,
23 alternatively, that any such use was voluntary, or incidental to their job duties. Bridgestone further
24 maintains Plaintiff's claims are not well-suited for representative treatment since any
25 determination regarding entitlement to reimbursement would require individualized inquiries into
26 each employee's cell phone usage, work responsibilities, and whether any business-related use
27 actually resulted in reimbursable expenses.

28 18. With respect to Plaintiff's unpaid minimum and overtime wages claims arising

1 from Bridgestone's timekeeping practices, Plaintiff alleges that Bridgestone maintained
2 timekeeping policies and practices that systematically rounded and/or shaved employees'
3 recorded work time, resulting in Plaintiff and other Aggrieved Employees not being compensated
4 for all hours actually worked. Plaintiff alleges that these practices resulted in the underpayment
5 of both minimum wages and overtime compensation throughout the PAGA Period. Bridgestone
6 disputes that its timekeeping system unlawfully rounded or reduced employees' compensable
7 work time and contends that its timekeeping policies complied with California law and has
8 compensated Aggrieved Employees for all owed wages, including overtime wages, throughout
9 the PAGA Period. Bridgestone additionally argues that Plaintiff's claims would require
10 individualized inquiries into employees' time records, clock punches, schedules, and actual work
11 performed during each shift in order to determine whether any uncompensated work occurred.

12 19. With respect to Plaintiff's day of rest claims, Plaintiff alleges that Bridgestone
13 required Plaintiff and other Aggrieved Employees to work seven or more consecutive days
14 without being provided a day of rest as required by California law. Bridgestone disputes these
15 allegations and contends that its scheduling practices complied with California Labor Code
16 sections 551 and 552. Bridgestone further argues that employees were not required to work seven
17 consecutive days and that any such schedules resulted from employee preferences, voluntary shift
18 swaps, or other individualized circumstances rather than any uniform policy or practice.
19 Bridgestone additionally maintains that determining liability would require individualized review
20 of each employee's work schedules, hours worked, and the circumstances surrounding any alleged
21 seven-day workweeks.

22 20. With respect to Plaintiff's personnel file claims, Plaintiff alleges that Bridgestone
23 failed to timely make personnel records available for inspection and copying upon request, as
24 required by Labor Code section 1198.5. Bridgestone disputes that it violated Labor Code section
25 1198.5 and contends that it maintained policies and practices designed to comply with employees'
26 requests for personnel records. Bridgestone further maintains that any alleged delays or
27 deficiencies were isolated, inadvertent, or attributable to the circumstances of particular requests
28 rather than any company-wide practice and would therefore require individualized inquiries.

1 21. With respect to Plaintiff's suitable seating claims, Plaintiff alleges that Bridgestone
2 failed to provide Plaintiff and other Aggrieved Employees with suitable seating despite the nature
3 of their work reasonably permitting the use of seats during portions of their job duties.
4 Bridgestone disputes these allegations and contends that the nature of the work performed by
5 Plaintiff and other Aggrieved Employees required standing in order to effectively perform their
6 job duties and adequately serve customers. Bridgestone further argues that the appropriate
7 suitable seating analysis depends upon the specific job duties performed at each work location,
8 the physical layout of individual stores, and the operational needs of each position, requiring
9 individualized factual determinations that present significant litigation risks.

10 22. As a result of Bridgestone's alleged failure to pay all wages and all meal and rest
11 period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and
12 itemized wage statements and failure to timely pay all final wages owed. In response, Bridgestone
13 argues that Plaintiff's underlying claims will fail and, as a result, the derivative claims will also
14 fail. Bridgestone also argues that any alleged wage statement violations were not "knowing and
15 intentional," and Plaintiff cannot show that she or other employees "suffer[ed] injury" due to the
16 alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of
17 penalties. Further, Bridgestone contends its wage statements always accurately reflected hours
18 worked and amounts paid as well as all other required information, precluding liability for wage
19 statement penalties. With respect to Plaintiff's allegation that Bridgestone failed to timely pay all
20 final wages, Bridgestone argues that it possesses strong, good faith defenses to Plaintiff's
21 underlying claims, thus precluding the imposition of waiting time penalties, which are only
22 available for the "willful" failure to pay wages. Bridgestone also maintains that any "derivative"
23 PAGA claims for violations of Labor Code Sections 226 and 203 would be entirely duplicative
24 and would be unlikely to be awarded in any significant manner by a Court.

25 23. Bridgestone further maintains that even if the Court awarded PAGA penalties for
26 any of the alleged violations, it would substantially reduce the penalties based on the discretionary
27 factors in Labor Code § 2699(e)(2). Indeed, Bridgestone argues, many courts have reduced PAGA
28 penalties drastically where, as here, the employer presented good-faith defenses and attempted to

1 comply with the law.

2 24. Based on data provided by Bridgestone, there were approximately 201,273 Pay
3 Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that
4 Plaintiff could prove at least one Labor Code violation in every pay period during the PAGA
5 Period, Plaintiff calculated Bridgestone's maximum PAGA exposure at \$20,127,300 (201,273
6 pay periods * \$100 per violation). In light of Bridgestone's arguments and defenses described
7 above, Plaintiff discounted that figure by 65% for a risk of losing on the merits and/or not
8 recovering a PAGA penalty in each and every pay period, and by an additional 75% for risk of
9 the Court reducing penalties, to arrive at a realistic exposure of approximately \$1,761,139. In the
10 face of Bridgestone's defenses on the merits and the Court's discretion to reduce PAGA penalties,
11 Plaintiff felt that the negotiated settlement of \$1,560,000, which represents approximately 88.5%
12 of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA
13 and the Aggrieved Employees and was well within the range of reasonableness.

14 25. The request for administration costs of \$16,500.00 is also fair and reasonable.
15 Apex Class Action LLC ("Apex") was selected because it is an experienced settlement
16 administrator and returned a reasonable bid. Moreover, Apex will perform several important
17 functions that are integral to the implementation of the Settlement. As detailed in the declaration
18 of Sean Hartranft, submitted concurrently with this Motion, Apex will perform duties in
19 connection with this Settlement that are integral in effectuating the Settlement and the Notice
20 process. Among other things, Apex will calculate each Individual PAGA Payment, update
21 addresses contained in Bridgestone's data, format and translate the Explanatory Letter, and
22 otherwise prepare it for mailing, mail the Explanatory Letter to the Aggrieved Employees, keep
23 the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its
24 requested fee is therefore reasonable and should be approved.

25 26. My office is requesting attorneys' fees of 35% of the Gross Settlement Amount
26 (i.e., \$546,000.00). My office has spent considerable time prosecuting this matter, including
27 performing an extensive analysis and extrapolation of the data and information produced by
28 Bridgestone with the help of a retained expert, using this analysis to evaluate Plaintiff's claims,

1 and drafting a comprehensive mediation brief. My office also attended a full-day mediation, and
2 expended significant effort in preparing settlement documents, this Motion and supporting
3 documents, and will oversee the settlement administration process. Based on my experience in
4 similar wage and hour class and representative PAGA actions in California state courts, fee
5 awards in matters such as this one generally equal about 35% of the gross recovery. In addition,
6 and as explained below and in the accompanying Motion, the requested fee is fair compensation
7 for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent
8 basis. Given the considerable potential for adverse outcomes in this case, including but not limited
9 to, losing on merits issues, the contingent risk borne by my office in this case was great. Moreover,
10 as discussed below, my office has advanced \$24,122.97 in litigation costs on a contingency basis,
11 which also carried risk because my office would not recoup its costs in the event Plaintiff did not
12 prevail in this lawsuit. This case also involved nuanced legal issues, including the legality of
13 Bridgestone's timekeeping practices and obligations to "provide" meal periods and "authorize
14 and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the
15 alleged Labor Code violations. Bridgestone was also represented by experienced wage-and-hour
16 litigation counsel. Thus, the requested fee award is fair, reasonable and adequate and should be
17 approved.

18 27. Since undertaking representation of Plaintiff, my office has dedicated substantial
19 resources to this litigation without receiving any compensation to date. To date, my office has
20 incurred \$24,122.97 in costs, including an anticipated \$40.55 cost for the filing and service of the
21 Stipulation to File the First Amended Representative Action Complaint; \$19.75 cost for the filing
22 and service of the First Amended Representative Action Complaint; and \$85.15 cost for the filing
23 and service of this instant motion. A detailed line-item report of the costs incurred by my office
24 in connection with this case is attached hereto as **Exhibit 4**. In total, Plaintiff is requesting
25 reimbursement of \$24,122.97 in total costs. These costs include filing fees, copying costs,
26 mediation fees, expert costs, and other expenses that were all reasonably incurred and were
27 necessary to further the prosecution of this case on behalf of the State of California and the
28 Aggrieved Employees.

28. I believe the requested \$5,000 representative enhancement payment to Plaintiff is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Aggrieved Employees and the State of California. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with my office regarding the case. Accordingly, I believe Plaintiff's requested representative enhancement payment is reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 23, 2026, at El Segundo, California.

Sen Blahf

Sean M. Blakely

EXHIBIT 1

1 Summer Young-Agriesti (State Bar No. 232883)
2 syoung@yatlaw.com
3 Ana Thomas (State Bar No. 251578)
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6 7755 Center Avenue, Suite 1100
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8 Telephone: (949) 221-8700
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10 Attorneys for Defendant
11 BRIDGESTONE RETAIL OPERATIONS, LLC
12 (Additional attorneys for parties on following page)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISABELLA ESCARCEGA, as an individual
and on behalf and all other aggrieved
employees,

Plaintiff,

vs.

BRIDGESTONE RETAIL OPERATIONS,
LLC., a Delaware limited liability company,
and DOES 1 through 100, inclusive,

Defendants.

CASE No.: 24STCV23201

PAGA SETTLEMENT AGREEMENT

ASSIGNED TO THE HONORABLE STEVEN
COCHRAN
DEPT. 16

Date Action Filed: September 9, 2024
Trial Date: None Set

ATTORNEYS FOR PLAINTIFF

HAINES LAW GROUP, APC

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1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Isabella
2 Escarcega (“Plaintiff”) and defendant Bridgestone Retail Operations, LLC (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 **I. DEFINITIONS**

5 1.1 “Action” means the Plaintiff’s Complaint asserting a single cause of action for Civil
6 Penalties under the Private Attorneys General Act (Labor Code section 2698 et seq.) and alleging
7 wage and hour violations against Defendant captioned *Isabella Escarcega, as an individual and on*
8 *behalf and all other aggrieved employees, vs. Bridgestone Retail Operations, LLC, et al.* initiated
9 on September 9, 2024 to be amended by Plaintiff in accordance with this Settlement, and pending
10 in Superior Court of the State of California, County of Los Angeles.

11 1.2 “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have
12 agreed to appoint to administer the Settlement.

13 1.3 “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
16 this Settlement.

17 1.4 “Aggrieved Employee” means all current and former non-exempt employees who
18 have worked, or continue to work, for Defendant in California during the PAGA Period.

19 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
20 Defendant’s possession, using Defendant’s human resources and/or payroll databases as they are
21 maintained in the normal course of business, including the Aggrieved Employee’s name, last-known
22 mailing address, Social Security number and number of PAGA Pay Periods.

23 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
24 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
25 methods and means including, but not limited to, the National Change of Address database, skip
26 traces and direct contact by the Administrator with Aggrieved Employees.

27 1.7 “Court” means the Superior Court of California, County of Los Angeles.

28 1.8 “Defense Counsel” means Summer Young-Agriesti and Ana Thomas, Young-

1 Agriesti & Thomas, LLP, 7755 Center Avenue, Suite 1100, Huntington Beach, California 92647,
2 (949) 221-8700.

3 1.9 "Effective Date" means the date the last to occur of the following that apply: (a) if
4 no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of the
5 PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the Court's order
6 approving the PAGA Settlement, sixty-five (65) calendar days after the date of entry of an order
7 approving the PAGA Settlement or the date on which the time for all appeals from objections to the
8 PAGA Settlement has passed, whichever is later; (c) if there are intervenors to the Action, and if an
9 appeal, review or writ is not sought from the order granting approval of the PAGA Settlement, then
10 upon the expiration date of the time for the filing or noticing of any appeal from, or other challenge
11 to, the order; or (d) if an appeal, review or writ is sought from the order, thirty (30) calendar days
12 after the order is affirmed or the appeal, review or writ is dismissed or denied, or the time for any
13 further appeal has expired, whichever is later, and the order is no longer subject to further judicial
14 review. Prior to the Effective Date of the PAGA Settlement, Defendant will not be required to fund
15 the Settlement, in whole or in part, through the Administrator or any third party. If PAGA Counsel
16 were to appeal a ruling with respect to fees or costs, such appeal shall not affect the Effective Date
17 and the Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent
18 distribution shall be at PAGA Counsel's expense. If the Effective Date falls on a holiday or
19 weekend, the Effective Date shall be the next calendar day. Additionally, the Effective Date shall
20 not occur unless Plaintiff agrees to the general release agreements described in Paragraphs 3.2.4.3,
21 5.1 and 5.1.1.

22 1.10 "Gross Settlement Amount" means \$1,560,000.00 which is the total amount
23 Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.2.4.3 (to provide
24 for payment of two (2) Twenty Thousand Dollar (\$20,000) individual settlement payments, with
25 one going to Plaintiff and one to another former employee of Defendant, who asserts wage and hour
26 claims and is represented by counsel in this case) and 8.2 below (discussing the escalator clause).
27 The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
28 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,

1 Representative Enhancement Payment, and the Administrator's Expenses Payment.

2 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
3 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
4 Employee worked during the PAGA Period.

5 1.12 "Order" means the order entered by the Court based upon the Final Approval.

6 1.13 "LWDA" means the California Labor and Workforce Development Agency, the
7 agency entitled, under Labor Code section 2699, subdivision (i).

8 1.14 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
9 under Labor Code section 2699, subdivision (i).

10 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following
11 payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel
12 Litigation Expenses Payment, Representative Enhancement Payment, and the Administration
13 Expenses Payment. The remainder is to be paid 35% to Aggrieved Employees as Individual PAGA
14 Payments and 65% to the LWDA as the LWDA PAGA Payment.

15 1.16 "PAGA Counsel" means Paul K. Haines, Sean M. Blakely and Alexandra R.
16 McIntosh of Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245,
17 (424) 292-2350, the attorneys representing the Plaintiff in the Action.

18 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
19 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and
20 expenses, respectively, incurred to prosecute the Action.

21 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
22 worked for Defendant for at least one day during the PAGA Period.

23 1.19 "PAGA Period" means the period from June 21, 2023 through the date the court
24 signs the approval order or earlier, at Defendant's election pursuant to Paragraph 8.2.

25 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

26 1.21 "PAGA Notices" means Plaintiff's June 21, 2024 letter to defendant Bridgestone
27 Retail Operations, LLC and the LWDA and Plaintiff's amended letter to Defendant and the LWDA
28 providing notice pursuant to *Labor Code* section 2699.3, subdivision (a), which Plaintiff has agreed

1 to submit as part of this Settlement, to amend and include Labor Code provisions, including facts
2 and theories, as follows: (1) Failure to Pay Minimum Wages (Cal. Labor Code §§ 204 (a)-(e), 216
3 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197,
4 1198 and 1199); (2) Failure To Pay Overtime Compensation (Cal. Labor Code §§ 204 (a)-(e), 510
5 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194 and 1198); (3) Failure To Provide Meal And Rest Periods (Cal.
6 Labor Code §§ 226.2, 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); (4) Sick Leave
7 (Cal. Labor Code §§ 245-249 (5) Inaccurate Paycheck Stubs (Cal. Labor Code §§ 226 (a)-(j) and
8 226.3; (6) Untimely Pay During Employment (Cal. Labor Code § 204 (a)-(e) and 210 (a)-(c)); (7)
9 Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d), 203 (a)-(b), and
10 256); (8) Failure To Indemnify for Necessary Business Expenses (Cal. Labor Code §§ 2800, 2802
11 (a)-(d) and 2804); (9) Failure to Maintain Accurate Records (Cal. Labor Code 558 (a)-(e), 1174 (a)-
12 (d) and 1174.5); (10) Failure to Make Records Available for Inspection (Cal. Labor Code 1198.5
13 (a)-(q); (11) Failure to Provide One Days' Rest in Seven (*Labor Code* §§ 551, 552 and 553); (12)
14 Private Attorney General Act (Cal. Labor Code §§ 2698, *et seq.*, 2699, *et seq.* and 2699.3 and 1197.1
15 (a)-(l)); and IWC Wage Orders 4-2001, 7-2001 and 9-2001 (including, but not limited to payment
16 of minimum wages for all hours worked, payment of overtime and double time wages for all
17 overtime and/or double time hours worked, provision of meal and rest breaks, reporting time pay,
18 provision of hand tools, and suitable seating)

19 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
20 the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA
21 in settlement of PAGA claims.

22 1.23 "Plaintiff" means plaintiff Isabella Escarcega, the named plaintiff in the Action.

23 1.24 "Approval Order" means the proposed Court Order Granting Approval of PAGA
24 Settlement.

25 1.25 "Released PAGA Claims" means the claims being released by the Plaintiff and
26 PAGA Counsel and as described in Paragraph 5 below.

27 1.26 "Released Parties" means defendant Bridgestone Retail Operations, LLC and each
28 of its former and present parents, directors, officers, managers, employees, operators, donors,

1 shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents,
2 attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and
3 reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates
4 and any DBAs.

5 1.27 “Representative Enhancement Payment” means the amount of up to \$5,000.00 that
6 Plaintiff will seek, subject to Court approval, in recognition for their service to the State of California
7 and the PAGA Aggrieved Employees.

8 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the
9 Order Approving same.

10 1.29 “Defendant” means named Defendant Bridgestone Retail Operations, LLC.

11 **II. RECITALS.**

12 2.1 On September 9, 2024, plaintiff Isabella Escarcega commenced the Action by filing
13 a Complaint against defendant Bridgestone Retail Operations, LLC asserting a single cause of action
14 for Civil Penalties under the Private Attorneys General Act (Labor Code section 2698 *et seq.*). In
15 line with the Settlement, Plaintiff will provide an amended written notice to the LWDA and
16 Defendant. Plaintiff also has agreed to file a First Amended Complaint updating the factual
17 allegations and theories set forth in the amended written notice to the LWDA and Defendant.
18 Plaintiff’s Amended LWDA Letter and First Amended Complaint in the Action, will assert wage
19 and hour violations as follows, including facts and theories: (1) Failure to Pay Minimum Wages
20 (Cal. Labor Code §§ 204 (a)-(e), 216 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12
21 (a)-(d), 1194, 1194.2 (a)-(c), 1197, 1198 and 1199); (2) Failure To Pay Overtime Compensation
22 (Cal. Labor Code §§ 204 (a)-(e), 510 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194 and 1198); (3) Failure To
23 Provide Meal And Rest Periods (Cal. Labor Code §§ 226.2, 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b),
24 558 (a)-(e) and 1198); (4) Sick Leave (Cal. Labor Code §§ 245-249 (5) Inaccurate Paycheck Stubs
25 (Cal. Labor Code §§ 226 (a)-(j) and 226.3; (6) Untimely Pay During Employment (Cal. Labor Code
26 § 204 (a)-(e) and 210 (a)-(c)); (7) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201 (a)-
27 (d), 202 (a)-(d), 203 (a)-(b), and 256); (8) Failure To Indemnify for Necessary Business Expenses
28 (Cal. Labor Code §§ 2800, 2802 (a)-(d) and 2804); (9) Failure to Maintain Accurate Records (Cal.

1 Labor Code 558 (a)-(e), 1174 (a)-(d) and 1174.5); (10) Failure to Make Records Available for
2 Inspection (Cal. Labor Code 1198.5 (a)-(q); (11) Failure to Provide One Days' Rest in Seven (*Labor*
3 *Code* §§ 551, 552 and 553); (12) Private Attorney General Act (Cal. Labor Code §§ 2698, *et seq.*,
4 2699, *et seq.* and 2699.3 and 1197.1 (a)-(l)); and IWC Wage Orders 4-2001, 7-2001 and 9-2001
5 (including, but not limited to payment of minimum wages for all hours worked, payment of overtime
6 and double time wages for all overtime and/or double time hours worked, provision of meal and rest
7 breaks, reporting time pay, provision of hand tools, and suitable seating). The First Amended
8 Complaint will be the operative complaint in the Action (the "Operative Complaint"). Defendant
9 denies the allegations in the Operative Complaint, denies any failure to comply with the laws
10 identified in in the Operative Complaint and denies any and all liability for the causes of action
11 alleged.

12 2.2 Pursuant to *Labor Code* section 2699.3, subdivision (a), Plaintiff gave timely written
13 notice to Defendant and the LWDA by sending the PAGA Notices.

14 2.3 On February 3, 2026, the Parties participated in an all-day mediation presided over
15 by Jeff Winikow, which led to this Agreement to settle the Action.

16 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, electronic payroll
17 records and timesheets for a 10% sample of California hourly employees between June 21, 2023
18 and November 24, 2025; paystubs, timesheets and personnel records for the named Plaintiff,
19 relevant handbook and wage and hour policy documents; information regarding the number of
20 current and former non-exempt California employees employed by Defendant between June 21,
21 2023 and extrapolated through the date of the mediation (i.e., February 3, 2026).

22 **III. MONETARY TERMS.**

23 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.2 below,
24 Defendant promises to pay \$1,560,000.00 and no more as the Gross Settlement Amount. Defendant
25 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
26 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
27 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
28 the Gross Settlement Amount will revert to Defendant.

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
3 Court in the Final Approval:

4 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not than 35%, which is
5 currently estimated to be \$546,000.00, and PAGA Counsel Litigation Expenses Payment of not
6 more than \$40,000.00. Any amounts awarded will constitute complete consideration to PAGA
7 Counsel for all work performed and expenses incurred to date and for all work to be performed and
8 expenses to be incurred through the completion of the Action and its Settlement. Defendant will
9 not oppose requests for Court approval of these payments provided that they do not exceed these
10 amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
11 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
12 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
14 have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
15 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
16 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment
17 using one or more IRS 1099-MISC Forms, provided that PAGA Counsel provides it with a current,
18 fully completed IRS Form W-9. PAGA Counsel assumes full responsibility and liability for taxes
19 owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment
20 and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
21 regarding any division or sharing of any of these Payments.

22 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$17,000.00
23 except for a showing of good cause and as approved by the Court. To the extent the Administration
24 Expenses are less or the Court approves payment less than \$17,000.00, the Administrator will retain
25 the remainder in the Net Settlement Amount. The Administrator must provide Defendant with a
26 current, fully completed IRS Form W-9 in the name of the Qualified Settlement Fund pursuant to
27 Paragraph 7.3 (W-9 to be on the current form) and wiring instructions (name, address, account
28 number, routing) no less than 30 days in advance of the funding deadline. The Administrator is

1 required to have a verbal discussion with Defendant's counsel to confirm the account and routing
2 number and to agree to any other reasonable security precautions that Defendant requests in order
3 to confirm the account and routing information and to avoid banking or wire fraud. The
4 Administrator further agrees to timely provide copies of claims administered in this case to
5 Defendant upon demand (i.e., notices, settlement checks, proof of payment such as cancelled checks,
6 etc.).

7 3.2.3 To Plaintiff: Up to \$5,000.00, subject to Court approval, for Plaintiff's
8 Representative Enhancement Payment for her service to the State of California and the PAGA
9 Aggrieved Employees. In the event the Court approves a payment of less than the requested amount,
10 the difference will be added to the Net Settlement Amount. The Settlement Administrator will report
11 this payment on a IRS Form 1099-MISC issued to Plaintiff.

12 3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be paid
13 from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35%
14 allocated to the Individual PAGA Payments, pursuant to Labor Code § 2699(i).

15 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA
17 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
19 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
20 Payment.

21 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the
22 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
23 report the Individual PAGA Payments on IRS 1099 Forms.

24 3.2.4.3 A payment to Plaintiff in the amount of Twenty Thousand Dollars (\$20,000) and No
25 Cents (\$20,000.00) and another former employee of Defendant, also in the amount of Twenty
26 Thousand Dollars and No Cents (\$20,000.00) ("General Release Payment") for a release of any and
27 all claims against Defendant and/or the Released Persons (identified below) and agreement to
28 execute and/or endorse the Personal Release contained herein, which includes a release of claims

1 pursuant to California Civil Code section 1542. These releases shall be via a written agreement
2 separate from the present PAGA settlement, however, Plaintiff's separate agreement to these general
3 releases (described in Paragraphs 3.2.4.3, 5.1 and 5.1.1 below) shall be a condition precedent to the
4 Effective Date occurring.

5 **IV. SETTLEMENT FUNDING AND PAYMENTS.**

6 4.1 Aggrieved Employee Pay Periods. Based on a review of its records pulled in advance
7 of mediation, Defendant estimates there were approximately 3,125 Aggrieved Employees employed
8 between approximately June 21, 2023 and February 3, 2026, and based on extrapolation of the data
9 pulled in advance of mediation, the Parties estimate there were approximately 201,273 PAGA Pay
10 Periods between June 21, 2023 and the date of mediation.

11 4.2 Aggrieved Employee Data. Within 45 days of the Effective Date, Defendant will
12 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a
13 Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator
14 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only
15 for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved
16 Employee Data to Administrator employees who need access to the Aggrieved Employee Data to
17 effect and perform under this Agreement. The Aggrieved Employee Data shall not be subject to
18 disclosure by the Administrator to PAGA Counsel, except that relevant information may be
19 provided to PAGA Counsel to the extent necessary to address a disputed claim or to respond to a
20 specific inquiry from a PAGA Member. At no time during the settlement process will any PAGA
21 Member's address, telephone number or Social Security Number be filed with the Court by PAGA
22 Counsel or Defendant, except under seal as may be ordered by the Court. The Administrator shall
23 ensure that the Notice and any other communications to PAGA Members shall not include the
24 PAGA Members' Social Security Numbers, except for the last four digits. Defendant has a
25 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee
26 Data omitted employee identifying information and upon such discovery, to provide corrected
27 Aggrieved Employee Data as soon as reasonably feasible. There is no continuing obligation on the
28 part of Defendant to update contact information for Aggrieved Employees. Without any extension

1 of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator,
2 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
3 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
5 Settlement Amount by transmitting the funds to the Administrator no later than 35 days after the
6 Effective Date.

7 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
8 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
9 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel
10 Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Representative
11 Enhancement Payment. Disbursement of the PAGA Counsel Litigation and Expenses Payment shall
12 not precede disbursement of Individual PAGA Payments.

13 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
14 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
15 check shall prominently state the date (not less than 180 days after the date of mailing) when the
16 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
17 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
18 using the National Change of Address Database.

19 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
20 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
21 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
22 forwarding address provided or to an address ascertained through the Aggrieved Employee
23 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
24 Employees whose re- mailed checks are returned as undelivered. The Administrator shall
25 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
26 misplaced, requested by the Aggrieved Employee prior to the void date.

27 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
28 and cancelled after the void date, the Administrator shall transmit the funds represented by such

1 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
2 Employee.

3 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer
4 any additional benefits or make any additional payments to the Aggrieved Employees (such as
5 401(k) contributions or bonuses) beyond those specified in this Agreement.

6 4.5 Continuing Jurisdiction of the Court to Enforce. Pursuant to *Code of Civil Procedure*
7 section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement and to
8 permanently enjoin and forever bar the Aggrieved Employees from instituting or prosecuting any
9 claims against Defendant as described in the "Plaintiff's Release" and "Release by Aggrieved
10 Employees," which were resolved as part of the Settlement.

11 **V. RELEASES OF CLAIMS.**

12 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
13 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

14 5.1 Plaintiff's Separate Release. In a separate agreement, Plaintiff and her respective former
15 and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
16 administrators, successors and assigns shall agree to irrevocably and unconditionally release and
17 discharge Released Parties from all complaints, claims, liabilities, obligations, promises,
18 agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and
19 costs actually incurred), transactions or occurrences, of any nature whatsoever, including, but not
20 limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained
21 in the Operative Complaint and the PAGA Notices, and the release of any and all claims arising
22 under any of the following, as amended: the National Labor Relations Act ("NLRA"), Title VII of
23 the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the
24 Employee Retirement Income Security Act of 1974 ("ERISA"), the Americans with Disabilities Act
25 of 1990 ("ADA"), the Fair Labor Standards Act ("FLSA"), the Occupational Safety and Health Act
26 ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Genetic
27 Information Nondiscrimination Act ("GINA"), the Family and Medical Leave Act ("FMLA"), the
28 Worker Adjustment and Retraining Notification Act ("WARN"), the California Fair Employment

1 and Housing Act ("FEHA"), the Family and Medical Leave Act of 1993 ("FMLA") and the
2 California Family Rights Act ("CFRA"), the Private Attorneys' General Act ("PAGA"), the
3 California Worker Adjustment and Retraining Notification Act ("Cal-WARN"), the California
4 Business and Professions Code, including the Unfair Competition Law, Cal. Bus. & Prof. Code §
5 17200, the California Minimum Wage Law, the Equal Pay Law for California, the California Labor
6 Code (including specifically, Section 132a) and California Wage Orders, together with any alleged
7 violation of the United States or any state Constitution, any local, state or federal law, regulation or
8 ordinance, and/or public policy, contract or tort or common-law, any claim for injunctive or
9 declaratory relief any violation of the penal code, and any other claim whether cognizable at law or
10 in equity having any bearing whatsoever on Plaintiff's application for employment, employment
11 with, or separation of employment from the Released Parties, which Plaintiff ever had, now have,
12 or shall have, from the beginning of time to the date of the Effective Date ("Plaintiff's Release").
13 Plaintiff's separate Release will not extend to any claims or actions to enforce this Agreement, or to
14 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
15 workers' compensation benefits that arose at any time. Plaintiff will agree to separately
16 acknowledge that Plaintiff may discover facts or law different from, or in addition to, the facts or
17 law that Plaintiff now know or believe to be true but agrees, nonetheless, that Plaintiff's separate
18 Release shall be and remain effective in all respects, notwithstanding such different or additional
19 facts or Plaintiff's discovery of them.

20 5.1.1 Plaintiff's Separate Waiver of Rights Under Civil Code Section 1542. For purposes of
21 Plaintiff's separate Release, Plaintiff will agree to expressly waive and relinquish the provisions,
22 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

23 A general release does not extend to claims that the creditor or releasing party does not know
24 or suspect to exist in his or her favor at the time of executing the release, and that if known by him
25 or her would have materially affected his or her settlement with the debtor or Released Party.

26 Plaintiff Isabella Escarcega will agree to separately acknowledge that she may hereafter
27 discover facts different from or in addition to those which she or her attorneys now know or believe
28 to be true with respect to the matters released in this settlement, and agrees that the release in this

1 paragraph shall be and remain in effect as a full and complete release of all claims, notwithstanding
2 any such different or additional facts.

3 5.2 Release by Plaintiff and Aggrieved Employees:

4 All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors and assigns, the Released Parties from all civil penalties which are or
7 may be available under or through the PAGA for any violation of the Labor Code, Wage Orders,
8 regulations, and/or any other provisions of state and federal law based on the facts that were alleged,
9 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
10 Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be
11 barred from proceeding with any Released PAGA Claim released by this Agreement. The Aggrieved
12 Employees other than Plaintiff will not be releasing any underlying wage and hour claims through
13 this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the
14 opportunity to opt out of this PAGA settlement and release.

15 5.2 Release by PAGA Counsel:

16 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
17 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
18 with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the
19 PAGA Notice.

20 **VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

21 Plaintiff shall prepare and file an application or motion for approval of this Settlement.

22 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
23 documents necessary for obtaining approval of this Settlement under Labor Code section 2699,
24 subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii)
25 a signed declaration from the Administrator attaching its "not to exceed" bid for administering the
26 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
27 the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach,
28 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of

1 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
2 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
3 PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
4 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
5 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined
6 version of the parties' Agreement showing all modifications made to the Model Agreement ready
7 for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with
8 Aggrieved Employees and/or the Administrator. Such drafts will be delivered at least 7 days before
9 filing.

10 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
11 responsible for expeditiously finalizing and filing the application or motion for approval of this
12 Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing
13 date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
14 responsible for delivering the Court's PAGA Settlement Approval Order to the Administrator.

15 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
16 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
17 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
18 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
19 the motion for approval of this Settlement or conditions its approval on any material change to this
20 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
21 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
22 otherwise satisfy the Court's concerns.

23 **VII. SETTLEMENT ADMINISTRATION.**

24 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action,
25 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
26 Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
27 in this Agreement in exchange for payment of Administration Expenses. The Parties and their
28 Counsel represent that they have no interest or relationship, financial or otherwise, with the

1 Administrator other than a professional relationship arising out of prior experiences administering
2 settlements. Defendant may engage in communications with the Administrator without notice or
3 copies to PAGA Counsel, any Aggrieved Employees, or the Court. PAGA Counsel may engage in
4 communications with the Administrator without notice or copies to Defendant, any Aggrieved
5 Employees, or the Court. In the event that either Defendant or PAGA Counsel take the position that
6 the Administrator is not acting in accordance with the terms of the Agreement, such party shall meet
7 and confer first with opposing counsel and then, if necessary, with the Administrator and/or the
8 Court.

9 7.2 Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
11 reports state and federal tax authorities.

12 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
13 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
14 section 468B-1. If practical, the QSF shall be an interest-bearing account at a federally-insured bank
15 that is mutually acceptable to the Parties and the Administrator.

16 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
17 to be performed or observed by the Administrator contained in this Agreement or otherwise. The
18 Administrator shall specifically agree to provide Defendant, upon reasonable request, with copies
19 of notices, checks and cancelled checks pertaining to any aggrieved employee for two years
20 following disbursement of the settlement.

21 7.5 Explanatory Letter. The Administrator will mail copies of the explanatory letter,
22 which has been approved by the Parties and attached hereto as **Exhibit A**, in English and Spanish,
23 concurrently with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-
24 Class U.S. Mail.

25 **VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

26 8.1 Based on data pulled in advance of mediation (and extrapolating through the
27 mediation date), Defendant estimates that, there were approximately 3,125 Aggrieved Employees
28 employed between approximately June 21, 2023 and February 3, 2026. The Parties further estimate,

1 based on extrapolation of the data pulled in advance of mediation, that there were approximately
2 201,273 PAGA Pay Periods between June 21, 2023 and the date of mediation.

3 8.2 Escalator Clause. If it is determined the number of pay periods within the PAGA
4 Period exceeds 221,400, then Defendant will have the option to either reduce the scope of the release
5 to fit within the escalator clause (i.e., reducing the release period such that the release period ends
6 on the same date as the ending pay period date prior to which the pay periods exceeded 221,400) or
7 increase the Gross Settlement Amount on a proportional basis for every percent higher than 10%
8 (i.e., if the total is 11% greater than 201,273, the Gross Settlement Amount would be increased by
9 1%).

10 **IX. CONTINUING JURISDICTION OF THE COURT.**

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

15 9.1 Waiver of Right to Appeal. Provided the Order is consistent with the terms and
16 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
17 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal
18 from the Order, including all rights to post-order and appellate proceedings, the right to file motions
19 to vacate the Order, motions for new trial, extraordinary writs and appeals. The waiver of appeal
20 does not include any waiver of the right to oppose such motions, writs or appeals. If another party
21 appeals the Order, the Parties' obligations to perform under this Agreement will be suspended until
22 such time as the appeal is finally resolved and the Order becomes final, except as to matters that do
23 not affect the amount of the Net Settlement Amount.

24 **X. ADDITIONAL PROVISIONS.**

25 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
26 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
27 Agreement is intended or should be construed as an admission by Defendant that any of the
28 allegations in the Operative Complaint have merit or that Defendant have any liability for any claims

1 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
2 defenses in the Action have merit. The Parties agree that representative treatment is for purposes of
3 this Settlement only. If for any reason the Court does not approve this Settlement, Defendant
4 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest
5 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
6 will have no bearing on, and will not be admissible in connection with, any litigation (except for
7 proceedings to enforce or effectuate the Settlement and this Agreement). The Parties further agree
8 that nothing in this Agreement is deemed to waive or otherwise prevent Defendant from filing a
9 motion to compel individual arbitration, if the Settlement does not become effective for any reason.
10 Plaintiff and PAGA Counsel agree that Defendant retains and reserves these rights, and agree not to
11 argue or present any argument, and hereby waives any argument that, based on this Agreement,
12 Defendant cannot assert any and all potential defenses and privileges if this Action were to proceed.
13 The Parties further agree that nothing in this Agreement is deemed to waive or otherwise prevent
14 Plaintiff from opposing Defendant's motion to compel arbitration or challenge the enforceability of
15 Defendant's arbitration agreement(s).

16 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
17 Agreement together with its attached exhibits shall constitute the entire agreement between the
18 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants
19 or inducements made to or by any Party.

20 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
23 terms, and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
28 as requested by the Court. In the event the Parties are unable to agree upon the form or content of

1 any document necessary to implement the Settlement, or on any modification of the Agreement that
2 may become necessary to implement the Settlement, the Parties will seek the assistance of a
3 mediator and/or the Court for resolution.

4 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
5 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
7 or right released and discharged by the Party in this Settlement.

8 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
9 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
11 10, as amended) or otherwise.

12 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
16 to the benefit of, the successors of each of the Parties.

17 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the state of California, without regard
19 to conflict of law principles.

20 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
21 of this Agreement. This Agreement will not be construed against any Party on the basis that the
22 Party was the drafter or participated in the drafting.

23 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement. Except as provided above to the extent necessary to
26 effectuate the settlement or as required by court or legal process, the Parties and their counsel will
27 keep confidential the facts relating to the existence of this Agreement, negotiations leading to the
28 execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's

1 claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press
2 conference, publish information about the settlement on any website or through any social media,
3 or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered
4 by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions,
5 Plaintiff's Counsel may reference the Action only by name and case number in a declaration
6 establishing adequacy as class or representative counsel.

7 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
8 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data
9 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
10 negotiations, or in connection with the Settlement, may be used only with respect to this Settlement,
11 and no other purpose, and may not be used in any way that violates any existing contractual
12 agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator
13 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
14 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the
15 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
16 Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

17 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
18 inserted for convenience of reference only and does not constitute a part of this Agreement.

19 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
20 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
21 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

22 10.15 Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

26 To Plaintiff: Paul K. Haines of Haines Law Group, APC
27 2155 Campus Drive, Suite 180, El Segundo, CA 90265
28 phaines@haineslawgroup.com

 To Defendant: Summer Young-Agriesti and Ana Thomas, Young-Agriesti &

Thomas, LLP
7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
(949) 221-8700.
syoun@yatlaw.com
athomas@yatlaw.com

10.16 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.

10.17 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.

10.18 Supersedes Prior Agreements. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding settlement of the Action.

Dated: Mar 3, 2026

By: 
Isabelle Escarcega (Mar 3, 2026 10:10:38 PST)
Plaintiff Isabella Escarcega

Dated: _____, 2026

By: _____

Name: _____
Defendant Bridgestone Retail Operations, LLC

Dated: _____, 2026

Young-Agriesti & Thomas, LLP

Thomas, LLP
7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
(949) 221-8700.
syoun@yatlaw.com
athomas@yatlaw.com

10.16 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.

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10.18 Supersedes Prior Agreements. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding settlement of the Action.

Dated: _____, 2026

By: _____
Plaintiff Isabella Escarcega

Dated: 426, 2026

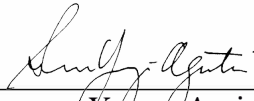
By: 

Name: John Park Asst. General Counsel
Defendant Bridgestone Retail Operations, LLC

Dated: _____, 2026

Young-Agriesti & Thomas, LLP

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By: 
Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Bridgestone Retail Operations, LLC

Dated: March 3, 2026

Haines Law Group, APC

By: 
Paul K. Haines
Sean M. Blakely
Alexandra R. McIntosh
Attorneys for Plaintiff

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Isabelle Escarcega, et al. v. Bridgestone Retail Operations, LLC, et al.
Los Angeles County Superior Court, Case No. 24STCV23201

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) issued an order approving the PAGA Settlement Agreement and Release of Claims (“Settlement”) in the above-captioned lawsuit filed by Plaintiff Isabelle Escarcega (“Plaintiff”) on behalf of herself and all other aggrieved employees, including you (“Operative Complaint”).

In the Operative Complaint, Plaintiff seeks to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiff is acting as “private attorneys general” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other employees of Defendant Bridgestone Retail Operations, LLC (“Defendant”). Plaintiff alleges that Defendant is liable for civil penalties under PAGA because of Defendant purportedly failure to pay minimum wages (Cal. Labor Code §§ 204 (a)-(e), 216 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197, 1198 and 1199); failure to pay overtime compensation (Cal. Labor Code §§ 204 (a)-(e), 510 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194 and 1198); failed to provide meal and rest periods (Cal. Labor Code §§ 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); failed to meet sick leave obligations (Cal. Labor Code §§ 245-249); failed to provide accurate paycheck stubs (Cal. Labor Code §§ 226 (a)-(j) and 226.3); failed to timely issue pay during employment (Cal. Labor Code § 204 (a)-(e) and 210 (a)-(c)); failed to timely pay final wages (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d), 203 (a)-(b), and 256); failure to indemnify for necessary business expenses (Cal. Labor Code §§ 2800, 2802 (a)-(d) and 2804); failure to maintain accurate records (Cal. Labor Code 558 (a)-(e), 1174 (a)-(d) and 1174.5); failed to make records available for inspection (Cal. Labor Code 1198.5 (a)-(q)); failure to provide one days’ rest in seven (*Labor Code* §§ 551, 552 and 553); and failed to comply with IWC Wage Orders 4-2001, 7-2001 and 9-2001 (including, but not limited to payment of minimum wages for all hours worked, payment of overtime and double time wages for all overtime and/or double time hours worked, provision of meal and rest breaks, reporting time pay, provision of hand tools, and suitable seating) The Aggrieved Employees other than Plaintiff will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

Defendant denies all claims and allegations in this lawsuit, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the lawsuit and interference with Defendant’s business operations, Plaintiff and Defendant have concluded that it is in the best interests of the parties to settle. By settling this lawsuit, Defendant is not admitting that it has done anything wrong.

The Court has not ruled on Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims. Defendant maintains that Plaintiff's allegations are without merit, and enter into this Settlement with no admission of liability.

You are receiving this Notice because you are in the group of employees referred to as the "Aggrieved Employees," which is defined as: all current and former non-exempt employees who have worked, or continue to work, for Defendant in California during the PAGA Period (June 21, 2023 through **DATE**). The time period from June 21, 2023 through **DATE** is also known as the "PAGA Period."

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the PAGA Period relative to all other Aggrieved Employees.

Settlement checks will be null and void one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the California State Controller's Office for Unclaimed Property in the name of each Aggrieved Employee who failed to cash a Settlement Payment check prior to the void date. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

III. RELEASE

On **[PAGA APPROVAL DATE]**, the Court approved the parties' PAGA Settlement Agreement. By operation of the Settlement's terms, the Aggrieved Employees will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, defendant Bridgestone Retail Operations, LLC and each of its former and present parents, directors, officers, managers, employees, operators, donors, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates and any DBAs (the "Released Parties") from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices (the "PAGA Released Claims"). Any Aggrieved Employee covered by this release will be barred from proceeding with any PAGA Released Claims.

This release is solely limited to civil penalties that are recoverable under PAGA. The Aggrieved Employees other than Plaintiff will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

IV. TAXATION

One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any

other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

V. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Apex Class Action Administration, at **[ADMINISTRATOR INFO]** with any questions.

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 21, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Isabelle Escarcega v. Bridgestone Retail Operations, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Isabelle Escarcega (“Ms. Escarcega”) in claims arising from her employment with Bridgestone Retail Operations, LLC, and Does 1 through 100 (collectively “Bridgestone”). Ms. Escarcega is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Bridgestone’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Bridgestone’s non-exempt employees who worked for Bridgestone in California during the one year immediately preceding the date of this letter through the present.

Bridgestone employed Ms. Escarcega in the non-exempt job position of “Sales and Service Specialist” (or similarly titled position). Ms. Escarcega was hired by Bridgestone on or about April 2023 and Ms. Escarcega continues to be employed by Bridgestone.

During Ms. Escarcega’s employment with Bridgestone, Bridgestone failed to provide Ms. Escarcega and other aggrieved employees with all legally compliant meal periods due to Bridgestone’s meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. On those occasions when Ms. Escarcega and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Bridgestone did not always compensate Ms. Escarcega and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Furthermore, when Bridgestone did pay Ms. Escarcega and other aggrieved employees a meal period premium, Bridgestone paid the meal period premiums at the employee’s base hourly rate of pay, despite the fact that Ms. Escarcega and other aggrieved employees’ regular rates of pay were higher than their base rates of pay due to their receipt of bonuses, incentive pay, and other remuneration, including forms of pay listed as “HighMileSpiff,” “SSS Bonus,” “LTAlignSpiff,”

“ServiceSpiff,” and “TireSpiff,” as well as other forms of pay (these forms of pay are referred to herein collectively as “Incentive Pay”). *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 785-86 (2021) (holding “regular rate of compensation” in Labor Code § 226.7 to be synonymous with “regular rate of pay” in Labor Code § 510, and therefore meal and rest period premiums must incorporate incentive pay just like overtime premiums).

Bridgestone has also failed to authorize and permit all required rest periods for Ms. Escarcega and other aggrieved employees as Bridgestone’s rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, Bridgestone failed to authorize or permit Ms. Escarcega and other aggrieved employees to take all off-duty rest periods due to work demands imposed by Bridgestone, and Ms. Escarcega and other aggrieved employees were required to remain on-duty during rest periods. On the occasions when Ms. Escarcega and other aggrieved employees were not provided with all legally compliant rest periods to which they were entitled, Bridgestone failed to compensate Ms. Escarcega and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Bridgestone also failed to reimburse Ms. Escarcega and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, personal cellular phone expenses and work tools, which were necessary to complete Ms. Escarcega’s and other aggrieved employees’ job duties. Specifically, Ms. Escarcega used her personal cell phone to contact customers and her superiors for work-related questions and confirmation of tasks. Despite these necessary expenditures, Bridgestone failed to reimburse Ms. Escarcega and other aggrieved employees for their cell phone expenses and the cost of tools. As a result, Ms. Escarcega and other aggrieved employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code § 2802.

Ms. Escarcega further alleges that Bridgestone is liable for violations of Labor Code § 245.5(e), § 246(l) and § 248.6(b)(3)(A), which require “paid sick days” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” However, Bridgestone failed to properly provide and/or properly compensate all wages owed to Ms. Escarcega and other aggrieved employees because it had a uniform policy or practice of paying paid sick time at the employee’s base rate of pay without including earned Incentive Pay, which as described above, included bonuses, incentive pay, and other remuneration, including forms of pay listed as “HighMileSpiff,” “SSS Bonus,” “LTAlignSpiff,” “ServiceSpiff,” and “TireSpiff,” and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code §§ 245.5(e) and 246(l).

As a result of Bridgestone's failure to compensate Ms. Escarcega and other aggrieved employees for meal and rest period premium wages earned, and failure to pay and list the correct amount of sick pay, Bridgestone maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Bridgestone committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Meal Period Violations

As alleged above, Bridgestone failed to provide Ms. Escarcega and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Escarcega and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Bridgestone also failed to authorize and permit Ms. Escarcega and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Ms. Escarcega and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Bridgestone was required to furnish Ms. Escarcega and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Bridgestone's failure to pay all required meal and rest period premium wages, Bridgestone maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Escarcega and other aggrieved employees in violation of Labor Code § 226. Bridgestone's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Escarcega and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Bridgestone failed to reimburse Ms. Escarcega and other aggrieved employees for necessary work expenses, including personal cellular phone expenses and work tools for business purposes. Bridgestone's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Escarcega and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Bridgestone failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages, and all sick pay. Pursuant to Labor Code § 203, Bridgestone's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Bridgestone failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Pay Sick Pay at the Legal Pay Rate

Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §§ 246, 248.5 and/or Labor Code § 2699, *et seq.*, to recovery by Mr. Gonzalez and other aggrieved employees, in a civil action, to the extent allowed by law.

Labor Code §246(a) states: "(a) An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Labor Code § 246(b)(1) states: "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Labor Code §246(l) states: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for non-exempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid sick time for exempt employees shall

be calculated in the same manner as the employer calculates wages for other forms of paid leave time."

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period: (a) administered a uniform company policy and practice as to the pay policies regarding Mr. Gonzalez and other aggrieved employees; and (b) failed to pay Mr. Gonzalez and other aggrieved employees for paid sick days in a manner that fully complies with Labor Code § 246(l), failed to pay sick days at the regular rate of pay, and/or unlawfully paid sick days at the straight time or base rate of pay.

As an "aggrieved employee," Ms. Escarcega will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Escarcega's own investigation, and on information and belief, Bridgestone committed and continues to commit the following Labor Code violations:

- a. Bridgestone violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Escarcega and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- b. Bridgestone violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Escarcega and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Escarcega and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- c. Bridgestone violated Labor Code § 226 *et seq.* by failing to furnish Ms. Escarcega and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Bridgestone violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Escarcega and other aggrieved employees for all necessary expenditures incurred;
- e. Bridgestone violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to other aggrieved employees;
- f. Bridgestone violated Labor Code §§ 245 *et seq.*, 246, 1194, 1194.2 and 1197 by failing to pay Mr. Gonzalez and other aggrieved employees sick pay at the employee's regular rate of pay.

- g. Bridgestone violated Labor Code § 204 by failing to pay Ms. Escarcega and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Bridgestone violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Escarcega and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Bridgestone if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Bridgestone Retail Operations, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/22/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8366 8113 35

Our records indicate that this item was accepted by the USPS at:

ORIGIN ACCEPTANCE EL SEGUNDO,CA 90245 06/21/2024 22:18

ORIGINAL INTENDED RECIPIENT:

BRIDGESTONE RETAIL OPERATIONS LLC

C/O: UNITED AGENT GROUP INC

7801 FOLSOM BLVD STE 202

SACRAMENTO CA 95826-2620



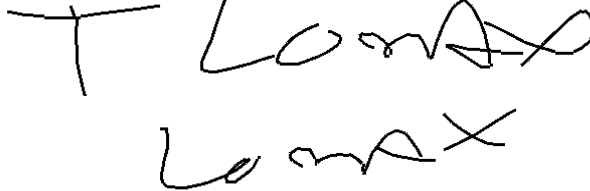
Mailer: Haines Law Group

Date Produced: 06/25/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8366 8113 35. Our records indicate that this item was delivered on 06/24/2024 at 12:03 p.m. in SACRAMENTO, CA 95826. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to read "T Lomax". The signature is written in a cursive, somewhat stylized script.

Address of Recipient :

A handwritten address in black ink, appearing to read "7801 Folsom Blvd 202". The address is written in a cursive, somewhat stylized script.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

BRIDGESTONE RETAIL OPERATIONS LLC
C/O: UNITED AGENT GROUP INC
STE 202
7801 FOLSOM BLVD
SACRAMENTO CA 95826-2620

Customer Reference Number: C5112564.30808180

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 28, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Isabella Escarcega v. Bridgestone Retail Operations, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Isabella Escarcega (“Ms. Escarcega”), in claims arising from her employment with Bridgestone Retail Operations, LLC, and Does 1 through 100 (collectively “Bridgestone”). Ms. Escarcega is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Bridgestone’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

This letter is an amendment to Ms. Escarcega’s correspondence of June 21, 2024, which is attached hereto as Exhibit A for your reference. For purposes of this letter, “aggrieved employees” include all of Bridgestone’s non-exempt employees who worked for Bridgestone in California during the one year immediately preceding the date of June 21, 2024 letter through the present.

In Ms. Escarcega’s previous correspondence, her first name was inadvertently spelled as “Isabelle” instead of “Isabella”. This letter hereby notes the correct spelling of Ms. Escarcega’s first name.

During Ms. Escarcega’s employment with Bridgestone, Bridgestone failed to provide Ms. Escarcega and other aggrieved employees with all legally compliant meal periods due to Bridgestone’s meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. On those occasions when Ms. Escarcega and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Bridgestone did not always compensate Ms. Escarcega and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Furthermore, when Bridgestone did pay Ms. Escarcega and other aggrieved employees a meal period premium, Bridgestone paid the meal period premiums at the employee’s base hourly rate of pay, despite the fact that

Ms. Escarcega and other aggrieved employees' regular rates of pay were higher than their base rates of pay due to their receipt of bonuses, incentive pay, and other remuneration, including forms of pay listed as "HighMileSpiff," "SSS Bonus," "LTAlignSpiff," "ServiceSpiff," and "TireSpiff," as well as other forms of pay (these forms of pay are referred to herein collectively as "Incentive Pay"). *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 785-86 (2021) (holding "regular rate of compensation" in Labor Code § 226.7 to be synonymous with "regular rate of pay" in Labor Code § 510, and therefore meal and rest period premiums must incorporate incentive pay just like overtime premiums).

Bridgestone has also failed to authorize and permit all required rest periods for Ms. Escarcega and other aggrieved employees as Bridgestone's rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, Bridgestone failed to authorize or permit Ms. Escarcega and other aggrieved employees to take all off-duty rest periods due to work demands imposed by Bridgestone, and Ms. Escarcega and other aggrieved employees were required to remain on-duty during rest periods. On the occasions when Ms. Escarcega and other aggrieved employees were not provided with all legally compliant rest periods to which they were entitled, Bridgestone failed to compensate Ms. Escarcega and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Bridgestone also failed to reimburse Ms. Escarcega and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, personal cellular phone expenses and work tools (including, but not limited to hand tools), which were necessary to complete Ms. Escarcega's and other aggrieved employees' job duties. Specifically, Ms. Escarcega used her personal cell phone to contact customers and her superiors for work-related questions and confirmation of tasks. Despite these necessary expenditures, Bridgestone failed to reimburse Ms. Escarcega and other aggrieved employees for their cell phone expenses and the cost of tools (including hand tools). As a result, Ms. Escarcega and other aggrieved employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code §§ 2800 and 2802.

Ms. Escarcega further alleges that Bridgestone is liable for violations of Labor Code § 245.5(e), § 246(l) and § 248.6(b)(3)(A), which require "paid sick days" to be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek" or "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." However, Bridgestone failed to properly provide and/or properly compensate all wages owed to Ms. Escarcega and other aggrieved employees because it had a uniform policy or practice of paying paid sick time at the employee's base rate of pay without including earned Incentive Pay, which as described above, included bonuses, incentive pay, and other remuneration, including forms of pay listed as "HighMileSpiff,"

“SSS Bonus,” “LTAlignSpiff,” “ServiceSpiff,” and “TireSpiff,” and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code §§ 245.5(e) and 246(l).

As a result of Bridgestone’s failure to compensate Ms. Escarcega and other aggrieved employees for meal and rest period premium wages earned, and failure to pay and list the correct amount of sick pay, Bridgestone maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

Additionally, Bridgestone utilized timekeeping policies/practices which resulted in Ms. Escarcega and other aggrieved employees not being compensated for all hours actually worked. Upon information and belief, Bridgestone’s timekeeping system regularly, systematically, and impermissibly rounded and/or shaved down the hours worked by Ms. Escarcega and other aggrieved employees resulting in the failure to compensate Ms. Escarcega and other aggrieved employees for all hours worked. Due to Bridgestone’s timekeeping policies/practices that fail to compensate for all hours worked, Ms. Escarcega and other aggrieved employees were not compensated for all required minimum and overtime wages.

Upon information and belief, Bridgestone additionally required Ms. Escarcega and other aggrieved employees to work seven or more consecutive days without a rest day, failing to provide a rest day at least once every six days of work in a workweek of seven consecutive days as required by Labor Code § 551. Furthermore, Ms. Escarcega and other aggrieved employees were required to work more than 30 hours in a workweek, which means that they did not meet the exception provided by Labor Code § 552 and Wage Order 4, § G, which allows that “[a]n employee may be employed on seven (7) workdays in a workweek when the total hours of employment during such workweek do not exceed 30...” Instead, Ms. Escarcega and other aggrieved employees were often required to work more than thirty (30) hours and more than six days in a seven-day workweek due to the schedule imposed on them by Bridgestone.

Upon information and belief, Bridgestone additionally failed to make the personnel files for Ms. Escarcega and other aggrieved employees available for inspection, upon request. See Labor Code § 1198.5 (a)-(q). Bridgestone further failed to provide suitable seating to Bridgestone employees, as required by IWC Wage Orders 7-2001 and 9-2001.

Bridgestone committed the following violations of the Labor Code, and Industrial Commission Wage Order 4 (“Wage Order 4”):

Meal Period Violations

As alleged above, Bridgestone failed to provide Ms. Escarcega and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Escarcega and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday

they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Bridgestone also failed to authorize and permit Ms. Escarcega and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.2, 226.7 and 516; Wage Order 4, § 12. As a result, Ms. Escarcega and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Bridgestone was required to furnish Ms. Escarcega and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a), 226.3 and 1174(d); Wage Order 4, § 7. As a result of Bridgestone’s failure to pay all required meal and rest period premium wages, Bridgestone maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Escarcega and other aggrieved employees in violation of Labor Code § 226. Bridgestone’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Escarcega and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Bridgestone failed to reimburse Ms. Escarcega and other aggrieved employees for necessary work expenses, including personal cellular phone expenses and work tools for business purposes. Bridgestone’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2800, 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Ms. Escarcega and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Bridgestone failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages, and all sick pay. Pursuant to Labor Code § 203, Bridgestone's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Bridgestone failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Pay Sick Pay at the Legal Pay Rate

Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §§ 246, 248.5 and/or Labor Code §§ 2699, *et seq.*, to recovery by Ms. Escarcega and other aggrieved employees, in a civil action, to the extent allowed by law.

Labor Code §246(a) states: "(a) An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Labor Code § 246(b)(1) states: "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Labor Code §246(l) states: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for non-exempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time."

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period: (a) administered a uniform company policy and practice as to the pay policies regarding Ms. Escarcega and other aggrieved employees; and (b) failed to pay Ms. Escarcega and other aggrieved employees for paid sick days in a manner that fully complies with Labor Code § 246(l), failed to pay sick days at the regular rate of pay, and/or unlawfully paid sick days at the straight time or base rate of pay.

Minimum Wage Violations

Bridgestone was required to pay Ms. Escarcega and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 204 (a)-(e), 216 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197, 1197.1 (a)-(l), 1198 and 1199; Wage Order 4, § 4. As alleged above, Bridgestone failed to conform its pay practices to the requirements of the law by failing to pay Ms. Escarcega and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Bridgestone and/or suffered or permitted to work under the California Labor Code and Wage Order 4. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Escarcega and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Bridgestone was required to pay Ms. Escarcega and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 204 (a)-(e), 510 5 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194, and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Bridgestone caused Ms. Escarcega and other aggrieved employees to work overtime hours but did not compensate Ms. Escarcega and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Escarcega and other aggrieved employees were not compensated for all overtime and double-time wages.

Failure to Provide One Day’s Rest in Seven

Bridgestone was required to provide Ms. Escarcega and other aggrieved employees with at least one day of rest every seven days. *See* Labor Code § 551, 552, and 553. According to Labor Code § 551, “Every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” As alleged above, Bridgestone failed to always provide Ms. Escarcega and other aggrieved employees at least one day of rest within every workweek consisting of seven consecutive days. Bridgestone’s failure to provide Ms. Escarcega and other aggrieved employees with one day’s rest in every workweek of seven consecutive days was knowing and intentional, and Ms. Escarcega and other aggrieved employees have suffered injury as a result.

Failure to Make Records Available for Inspection

Bridgestone was required to make the personnel files for Ms. Escarcega and other aggrieved employees available for inspection, upon request. *See* Labor Code § 1198.5 (a)-(q). According to Labor Code § 1198.5 (b)(1), “The employer shall make the contents of those personnel records available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request...” Bridgestone failed to make the personnel files for Ms. Escarcega and other aggrieved employees available for inspection, upon request.

Failure to Provide Suitable Seating

Bridgestone failed to provide suitable seating to Bridgestone employees, as required by IWC Wage Orders 7-2001 and 9-2001: “All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” “When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

As an “aggrieved employee,” Ms. Escarcega will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Escarcega’s own investigation, and on information and belief, Bridgestone has committed the following additional Labor Code violations:

- a. Bridgestone violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Escarcega and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- b. Bridgestone violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Escarcega and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Escarcega and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations;
- c. Bridgestone violated Labor Code § 226 *et seq.* and 226.3 by failing to furnish Ms. Escarcega and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Bridgestone violated Labor Code §§ 2800, 2802 and 2804 by failing to reimburse Ms. Escarcega and other aggrieved employees for all necessary expenditures incurred;

- e. Bridgestone violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to other aggrieved employees;
- f. Bridgestone violated Labor Code §§ 245 *et seq.*, 246, 1194, 1194.2, 1197 and 1197.1 (a)-(l) by failing to pay Ms. Escarcega and other aggrieved employees sick pay at the employee's regular rate of pay.
- g. Bridgestone violated Labor Code §§ 204 and 210 (a)-(c) by failing to pay Ms. Escarcega and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Bridgestone violated Labor Code §§ 1174, 1174.5 and 1198 by failing to maintain accurate records on behalf of Ms. Escarcega and other aggrieved employees.
- i. Bridgestone has violated Labor Code §§ 204 (a)-(e), 216 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197, 1197.1 (a)-(l), 1198 and 1199 by failing to pay Ms. Escarcega and other aggrieved employees at least the statutory minimum wage for all hours worked;
- j. Bridgestone has violated Labor Code §§ 204 (a)-(e), 510 5 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194, and 1198 by failing to pay Ms. Escarcega and other aggrieved employees all overtime and/or double-time compensation earned;
- k. Bridgestone has violated Labor Code §§ 551, 552, and 553 by failing to provide Ms. Escarcega and other aggrieved employees with at least one day of rest for every seven days of work;
- l. Bridgestone has violated Labor Code § 1198.5 (a)-(q) by failing to make the personnel files for Ms. Escarcega and other aggrieved employees available for inspection, upon request; and
- m. Bridgestone further failed to provide suitable seating to Bridgestone employees, as required by IWC Wage Orders 7-2001 and 9-2001.

LWDA
April 28, 2026
Page 9 of 9

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Bridgestone if the LWDA intends to investigate these further alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal flourish extending to the right.

Paul K. Haines

cc: Summer Young-Agriesti, Esq., attorney for Bridgestone Retail Operations, LLC (via certified mail and email)

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 21, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Isabelle Escarcega v. Bridgestone Retail Operations, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Isabelle Escarcega (“Ms. Escarcega”) in claims arising from her employment with Bridgestone Retail Operations, LLC, and Does 1 through 100 (collectively “Bridgestone”). Ms. Escarcega is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Bridgestone’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Bridgestone’s non-exempt employees who worked for Bridgestone in California during the one year immediately preceding the date of this letter through the present.

Bridgestone employed Ms. Escarcega in the non-exempt job position of “Sales and Service Specialist” (or similarly titled position). Ms. Escarcega was hired by Bridgestone on or about April 2023 and Ms. Escarcega continues to be employed by Bridgestone.

During Ms. Escarcega’s employment with Bridgestone, Bridgestone failed to provide Ms. Escarcega and other aggrieved employees with all legally compliant meal periods due to Bridgestone’s meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. On those occasions when Ms. Escarcega and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Bridgestone did not always compensate Ms. Escarcega and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Furthermore, when Bridgestone did pay Ms. Escarcega and other aggrieved employees a meal period premium, Bridgestone paid the meal period premiums at the employee’s base hourly rate of pay, despite the fact that Ms. Escarcega and other aggrieved employees’ regular rates of pay were higher than their base rates of pay due to their receipt of bonuses, incentive pay, and other remuneration, including forms of pay listed as “HighMileSpiff,” “SSS Bonus,” “LTAlignSpiff,”

“ServiceSpiff,” and “TireSpiff,” as well as other forms of pay (these forms of pay are referred to herein collectively as “Incentive Pay”). *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 785-86 (2021) (holding “regular rate of compensation” in Labor Code § 226.7 to be synonymous with “regular rate of pay” in Labor Code § 510, and therefore meal and rest period premiums must incorporate incentive pay just like overtime premiums).

Bridgestone has also failed to authorize and permit all required rest periods for Ms. Escarcega and other aggrieved employees as Bridgestone’s rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, Bridgestone failed to authorize or permit Ms. Escarcega and other aggrieved employees to take all off-duty rest periods due to work demands imposed by Bridgestone, and Ms. Escarcega and other aggrieved employees were required to remain on-duty during rest periods. On the occasions when Ms. Escarcega and other aggrieved employees were not provided with all legally compliant rest periods to which they were entitled, Bridgestone failed to compensate Ms. Escarcega and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Bridgestone also failed to reimburse Ms. Escarcega and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, personal cellular phone expenses and work tools, which were necessary to complete Ms. Escarcega’s and other aggrieved employees’ job duties. Specifically, Ms. Escarcega used her personal cell phone to contact customers and her superiors for work-related questions and confirmation of tasks. Despite these necessary expenditures, Bridgestone failed to reimburse Ms. Escarcega and other aggrieved employees for their cell phone expenses and the cost of tools. As a result, Ms. Escarcega and other aggrieved employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code § 2802.

Ms. Escarcega further alleges that Bridgestone is liable for violations of Labor Code § 245.5(e), § 246(l) and § 248.6(b)(3)(A), which require “paid sick days” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” However, Bridgestone failed to properly provide and/or properly compensate all wages owed to Ms. Escarcega and other aggrieved employees because it had a uniform policy or practice of paying paid sick time at the employee’s base rate of pay without including earned Incentive Pay, which as described above, included bonuses, incentive pay, and other remuneration, including forms of pay listed as “HighMileSpiff,” “SSS Bonus,” “LTAlignSpiff,” “ServiceSpiff,” and “TireSpiff,” and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code §§ 245.5(e) and 246(l).

As a result of Bridgestone's failure to compensate Ms. Escarcega and other aggrieved employees for meal and rest period premium wages earned, and failure to pay and list the correct amount of sick pay, Bridgestone maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Bridgestone committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Meal Period Violations

As alleged above, Bridgestone failed to provide Ms. Escarcega and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Escarcega and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Bridgestone also failed to authorize and permit Ms. Escarcega and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Ms. Escarcega and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Bridgestone was required to furnish Ms. Escarcega and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Bridgestone's failure to pay all required meal and rest period premium wages, Bridgestone maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Escarcega and other aggrieved employees in violation of Labor Code § 226. Bridgestone's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Escarcega and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Bridgestone failed to reimburse Ms. Escarcega and other aggrieved employees for necessary work expenses, including personal cellular phone expenses and work tools for business purposes. Bridgestone's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Escarcega and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Bridgestone failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages, and all sick pay. Pursuant to Labor Code § 203, Bridgestone's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Bridgestone failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Pay Sick Pay at the Legal Pay Rate

Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §§ 246, 248.5 and/or Labor Code § 2699, *et seq.*, to recovery by Mr. Gonzalez and other aggrieved employees, in a civil action, to the extent allowed by law.

Labor Code §246(a) states: "(a) An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Labor Code § 246(b)(1) states: "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Labor Code §246(l) states: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for non-exempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid sick time for exempt employees shall

be calculated in the same manner as the employer calculates wages for other forms of paid leave time."

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period: (a) administered a uniform company policy and practice as to the pay policies regarding Mr. Gonzalez and other aggrieved employees; and (b) failed to pay Mr. Gonzalez and other aggrieved employees for paid sick days in a manner that fully complies with Labor Code § 246(l), failed to pay sick days at the regular rate of pay, and/or unlawfully paid sick days at the straight time or base rate of pay.

As an "aggrieved employee," Ms. Escarcega will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Escarcega's own investigation, and on information and belief, Bridgestone committed and continues to commit the following Labor Code violations:

- a. Bridgestone violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Escarcega and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- b. Bridgestone violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Escarcega and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Escarcega and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- c. Bridgestone violated Labor Code § 226 *et seq.* by failing to furnish Ms. Escarcega and other aggrieved employees with accurate and compliant itemized wage statements;
- d. Bridgestone violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Escarcega and other aggrieved employees for all necessary expenditures incurred;
- e. Bridgestone violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to other aggrieved employees;
- f. Bridgestone violated Labor Code §§ 245 *et seq.*, 246, 1194, 1194.2 and 1197 by failing to pay Mr. Gonzalez and other aggrieved employees sick pay at the employee's regular rate of pay.

- g. Bridgestone violated Labor Code § 204 by failing to pay Ms. Escarcega and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Bridgestone violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Escarcega and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Bridgestone if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Bridgestone Retail Operations, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/29/2026

HAINES LAW GROUP:

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9214 8901 9403 8370 7216 13

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YOUNG-AGRIESTI & THOMAS LLP
7755 CENTER AVE STE 1100
HUNTINGTON BEACH CA 92647-3091



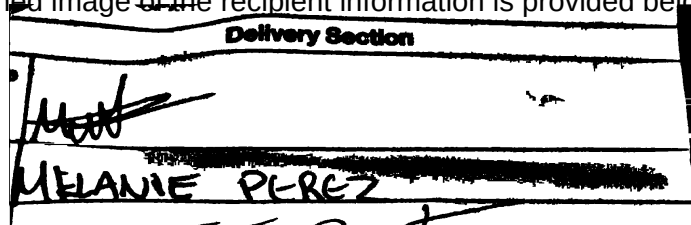
Mailer: Haines Law Group

Date Produced: 05/04/2026

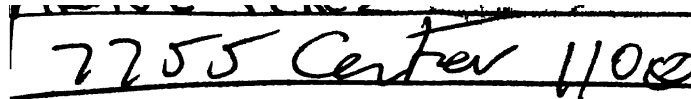
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EXHIBIT 4

July 15, 2026

Isabelle Escarcega

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
6/20/2024	ALL	First Legal's Filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5778345	1 1,508.55	1,508.55
6/21/2024	IDLC	Filing fee for: LWDA. Order #: ORD-000296541	1 75.00	75.00
6/26/2024	ALL	First Legal's Notice of Posting of Jury Fees Order #: 5788424	1 172.15	172.15
6/30/2024	ALL	Postage for June, 2024.	1 22.32	22.32
	ALL	Copying cost for June, 2024.	13 0.25	3.25
7/16/2024	IDLC	First Legal's service fee for: Summons and Complaint Order #: 5807489	1 183.03	183.03
7/17/2024	IDLC	First Legal's Filing fee for: Proof of Personal Service Order #: 5810660	1 16.15	16.15
9/9/2024	IDLC	First Legal's Filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5878531	1 468.55	468.55
9/20/2024	IDLC	First Legal's service fee for: Initial Status Conference Report Order #: 5894449	1 7.00	7.00
	IDLC	First Legal's Filing fee for: Initial Status Conference Report Order #: 5894427	1 16.15	16.15
10/22/2024	VG	First Legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: 5936634	1 17.70	17.70

7/15/2026

			<u>Qty/Price</u>	<u>Amount</u>
10/31/2024	ML	Postage for October, 2024.	1 3.84	3.84
	ML	Copying cost for October, 2024.	35 0.25	8.75
11/14/2024	VG	First Legal's Filing fee for: Joint Stipulation and [Proposed] Order;Declaration of Sean M. Blakely in Support of Plaintiff's Request for Dismissal of Class Claims Without Prejudice;Proof of Service (not Summons and Complaint);Joint Stipulation and [Proposed] Order Order #: 5967855	1 38.50	38.50
11/22/2024	ML	Filing fee for Arbitration American Arbitration Association Receipt #: 1934-4929	1 359.10	359.10
11/27/2024	VG	First Legal's Filing fee for: Case Management Statement Order #: 5985721	1 17.70	17.70
12/31/2024	ML	Copying cost for December, 2024.	2 0.25	0.50
1/2/2025	ML	First Legal's Filing fee for Notice of Ruling Order #: 17048303	1 18.70	18.70
1/31/2025	ML	Copying cost for January, 2025.	6 0.25	1.50
4/17/2025	IO	Winikow Mediation mediation fee for 11 September, 2025 mediation Invoice #: 3259	1 13,500.00	13,500.00
4/30/2025	ML	Copying cost for April, 2025.	7 0.25	1.75
5/31/2025	ML	FedEx for May 2025 Invoice #: 4-901-15963	1 15.85	15.85
6/6/2025	IO	LA Superior Court Document Purchase: Minute Order/Stipulation and Order Request to Continue Post-Mediation. Receipt Number: PA-2025-315570337	1 4.00	4.00
9/29/2025	ML	First Legal's Filing fee for Stipulation and Request to Continue Post-Mediation Status Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Stipulation and Request to Continue Post-Mediation Status Conference; [Proposed] Order Order #: 17472124	1 39.50	39.50
10/1/2025	ML	First Legal's Filing fee for Proof of Service (not Summons and Complaint) Order #: 17475344	1 18.70	18.70

7/15/2026

			<u>Qty/Price</u>	<u>Amount</u>
12/23/2025	ML	First Legal's Filing fee for Proof of Service (not Summons and Complaint).pdf, Joint Status Conference Report.pdf,Join Status Conference Report.docx Order #: 17593937	1 39.50	39.50
2/3/2026	IO	Riverside County Court Document Purchase: Paid Documents. Transaction ID: 121461782597	1 2.00	2.00
2/6/2026	IO	Attorney Talk Expert fee: Service 01/27/2026 Mediation Data Analysis 1.30 \$475.00 \$617.50 Service 01/28/2026 Mediation Data Analysis 9.40 \$475.00 \$4,465.00 Service 01/29/2026 Mediation Data Analysis 4.80 \$475.00 \$2,280.00 Invoice #: 3758	1 7,362.50	7,362.50
2/24/2026	ML	First Legal's Filing fee for Joint Stipulation and Request to Continue Case Management and Status Conference Proposed Order.docx,Proof of Service (not Summons and Complaint).pdf, Joint Stipulation and Request to Continue Case Management and Status Conference Proposed Order.pdf Order #: 17670701	1 40.55	40.55
2/28/2026	ML	Copying cost for February, 2026.	2 0.25	0.50
4/30/2026	ML	Postage for April, 2026.	1 9.73	9.73
	ML	Copying cost for April, 2026.	17 0.25	4.25
6/30/2026	IO	Copying cost for June, 2026.	1 0.25	0.25
Total additional charges				\$23,977.52
Balance due				\$23,977.52