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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

JEFFREY LINDQUIST, an individual, , on
behalf of the State of California, as private
attorney general,

PLAINTIFF,

v.

TUMI STORES, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 2024CUOE029752

[Case Assigned for All Purposes to the Hon.
Judge Charmaine H. Buehner in Dept. 44]

**SUPPLEMENTAL BRIEFING IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: July 15, 2026

Time: 1:30 P.M.

Dept.: 44

Complaint Filed: August 26, 2024

FAC Filed: March 31, 2026

Trial Date: None Set

1 **PLAINTIFF'S SUPPLEMENTAL POINTS AND AUTHORITIES IN SUPPORT OF**
2 **MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE**
3 **ACTION SETTLEMENT**

4 Plaintiff Jeffrey Lindquist ("Plaintiff") respectfully submits these Supplemental Points
5 and Authorities pursuant to the Court's Tentative Ruling issued in connection with the May 13,
6 2026 hearing on Plaintiff's Motion for Preliminary Approval of Class and Representative Action
7 Settlement. The Court continued the hearing to July 15, 2026, and identified nine issues requiring
8 further briefing and supplemental submissions. Plaintiff addresses each issue in turn below.

9 **I. ISSUE NO. 1: JUSTIFICATION FOR APPROVING THE CLASS ACTION**
10 **PORTION OF THE SETTLEMENT**

11 The Court asks why the class action portion of the proposed settlement should be approved
12 given that class action claims were not alleged until the First Amended Complaint ("FAC"), filed
13 approximately 22 months after the original Complaint, and that no UCL claim was alleged in the
14 FAC.

15 The filing timeline reflects a deliberate and proper litigation strategy. (Declaration of
16 Kelsey M. Szamet ¶4)("Szamet Decl.") The original Complaint was filed as a PAGA action to
17 preserve Plaintiff's standing. (Szamet Decl. ¶5). Following the completion of informal discovery
18 and a thorough investigation into the scope of Defendant's wage and hour practices, Plaintiff filed
19 the FAC asserting class allegations that satisfy Code of Civil Procedure section 382 requirements
20 of numerosity, commonality, typicality, and adequacy. (Szamet Decl. ¶6). Further, the First
21 Amended Complaint was filed within the statute of limitations, and the class claims relate back to
22 the same underlying facts alleged in the original complaint. (Szamet Decl. ¶7). The class claims
23 arise from the same nucleus of operative facts (wage and hour violations) alleged from the outset.
24 (Szamet Decl. ¶8). Further, Defendant had notice of the factual basis for these claims from day
25 one. (Szamet Decl. ¶9).

26 And, finally, the settlement was reached after arm's-length negotiation following adequate
27 investigation. Courts regularly approve settlements where class claims are added by way of
28 amendment. *See, e.g., Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (2001) (approving

1 class settlement where claims were refined during litigation). This is a common practice in wage
2 and hour litigation because it permits the entire dispute to be resolved simultaneously. Here,
3 Plaintiff contends that through the arms-length formal mediation process, the Parties specifically
4 negotiated for the finality of a class release and that Defendant is paying fair value for that finality.
5 (Szamet Decl. ¶10). The class action settlement provides meaningful and immediate monetary
6 relief to approximately 230 class members for wage and hour violations that cover 10,967
7 workweeks that would otherwise require protracted individual litigation. (Szamet Decl. ¶11).
8 Here, the average amount per week for the class settlement is \$27.35 per workweek (\$300,000
9 GSA / 10,967 workweeks = \$27.35), which Plaintiff contends is well within the range for similar
10 such settlements and is a great result for the Class. (Szamet Decl. ¶12).

11 As to the UCL claim, the class settlement does not purport to release UCL claims unless
12 they are encompassed within the factual allegations actually pled and grounded in the alleged
13 Labor Code violations that Plaintiff alleges independently support class certification. (Szamet
14 Decl. ¶13).

15 **II. ISSUE NO. 2: SUBMISSION OF INITIAL AND AMENDED PAGA NOTICES**

16 The Court requests submission of both the initial and amended PAGA notices (submitted
17 June 20, 2024, and August 12, 2025, respectively) so the Court can assess whether the Release by
18 Aggrieved Employees (SA, ¶ 67) is overbroad.

19 Plaintiff's counsel submits true and correct copies of both PAGA notices as Exhibit "A"
20 and Exhibit "B" to the Szamet Declaration. (Szamet Decl. ¶14). A review of the notices confirms
21 that the Release by Aggrieved Employees set forth in Settlement Agreement paragraph 67 is
22 coextensive with—and does not exceed—the violations alleged in the PAGA notices. (Szamet
23 Decl. ¶15). The release is therefore not overbroad.

24 **III. ISSUE NO. 3: JUSTIFICATION FOR PAGA ALLOCATION BELOW 7.5% OF** 25 **GROSS SETTLEMENT AMOUNT**

26 The Court notes that the gross PAGA allocation of \$8,000 represents only 2.67% of the gross
27 settlement amount of \$300,000 and requires justification for approval of any PAGA allocation
28 below 7.5% of the gross settlement. The Parties understand the Court's concerns and have

1 amended the Settlement Agreement to include a PAGA allocation of \$22,500 which is 7.5% of the
2 gross settlement. (Szamet Decl. ¶16).

3 **IV. ISSUE NO. 4: UNDEFINED CAPITALIZED TERMS IN THE SETTLEMENT**
4 **AGREEMENT**

5 The Court notes that there are capitalized terms in the Settlement Agreement are undefined
6 and specifically flags the inconsistent use of "Participating Class Member" (undefined) versus
7 "Qualified Class Members" (defined) in critical paragraphs, including Settlement Agreement
8 paragraph 66.

9 Plaintiff acknowledges this drafting deficiency and submits an amended Settlement
10 Agreement prior to the continued hearing that: (1) adds a definition for "Participating Class
11 Member" to the Definitions section, conforming it to "Qualified Class Members" (i.e., Settlement
12 Class Members who do not opt out); (2) conforms all uses of these terms throughout the Settlement
13 Agreement, including paragraph 66, to ensure consistency; and (3) identifies and defines all other
14 capitalized terms currently lacking definitions. (Szamet Decl. ¶17).

15 The parties agree that "Participating Class Member" and "Qualified Class Members" are
16 intended to refer to the same group—Settlement Class Members who do not submit a timely and
17 valid Request for Exclusion. (Szamet Decl. ¶18). The amended Settlement Agreement eliminates
18 this ambiguity.

19 **V. ISSUE NO. 5: ITEMIZATION OF LITIGATION COSTS**

20 The Court notes that approval of litigation costs of up to \$20,000 is sought (SA, ¶ 48) but
21 that costs are not itemized or grouped by category. The Court requires invoices and proof of
22 payment prior to final approval, and for expert fees specifically requires records reflecting the
23 nature of work, name and qualifications of the individual, the date work was performed, a
24 description of tasks, and time spent.

25 Plaintiff's counsel attaches its itemized litigation costs to date to the Szamet Declaration as
26 Exhibit "C". (Szamet Decl. ¶19).

27 With respect to expert fees, the following information is provided in compliance with the
28 Court's requirements: Plaintiff only used one expert to assist with preparing a damages analysis

1 for mediation and the required information is as follows: (1) his name is Sean Berger of Berger
2 Consulting Group and he and his firm specialize in data analytics solutions with the goal of
3 assisting clients objectively quantify their claims and provide them with concrete evidence to
4 bolster their positions.; (2) Mr. Berger analyzed the data provided by Defendant and prepared a
5 damages analysis for purposes of mediation; (3) he performed his analysis and follow-up from
6 June 4, 2025 to June 17, 2025; (4) Mr. Berger received the data files provided for mediation by
7 Defendant, analyzed the data provided by Defendant after discussion with Counsel, and prepared
8 a damages analysis for purposes of mediation; and (5) the approximate time spent is not known.
9 (Szamet Decl. ¶20). True and correct copies of all invoices and proofs of payment are attached as
10 Exhibit “D” to the Supplemental Declaration and will be re-submitted prior to the final approval
11 hearing.

12 **VI. ISSUE NO. 6: DISPOSITION OF UNCASHED CHECK FUNDS AND CY PRES**

13 The Court notes that the Settlement Agreement is silent on the disposition of uncashed
14 check funds, and that the proposed class notice's statement that uncashed check funds will be
15 deposited with the California Controller's Unclaimed Property Fund does not comply with Code
16 of Civil Procedure section 384. Per the tentative ruling, the parties to met and conferred, selected
17 an appropriate cy pres beneficiary, and amended both the Settlement Agreement and class notice
18 accordingly. (Szamet Decl. ¶21).

19 Bet Tzedek Legal Servies was selected. (Szamet Decl. ¶22). This organization was
20 selected because it is long-established and well-respected organization with a focus on consumer’s
21 rights consistent with the requirements of Cy Pres Doctrine and the California Supreme Court's
22 guidance in *In Re Consumer Privacy Cases*, 175 Cal.App.4th 545 (2009). (Szamet Decl. ¶23).
23 Bet Tzedek offers services to workers to promote economic justice and pathways to financial
24 stability by teaching them their rights and providing direct legal representation.¹ Neither party nor
25 their Counsel has any relationship, financial or otherwise, with Bet Tzedek Legal Services.
26 (Szamet Decl. ¶24)

27
28 ¹ <https://bettzedek.org/our-services/justice-for-workers/>

1 The Settlement Agreement has been amended to add a provision expressly providing that
2 any funds from settlement checks that remain uncashed after 180 days shall be distributed to Bet
3 Tzedek Legal Services in compliance with Code of Civil Procedure section 384. (Szamet Decl.
4 ¶25). The proposed class notice was amended to reflect this provision. (*Id.*) Amended redlined
5 versions of both documents are submitted herewith as Exhibits “E” and “G”, respectively, to the
6 Szamet Declaration.

7 **VII. ISSUE NO. 7: SCOPE OF RELEASE AND CLASS NOTICE ACCURACY**

8 The Court identifies several respects in which the release set forth in Settlement Agreement
9 paragraph 66 is potentially overbroad relative to the allegations of the operative FAC. Specifically,
10 the Court notes: (a) not all Labor Code sections referenced in the FAC are specified within the
11 causes of action themselves; (b) the release purports to cover claims for untimely wage payments
12 at end of employment; (c) the release covers claims for injunctive relief, declaratory relief,
13 fraudulent business practices, or punitive damages; and (d) the release sweeps in “any and all other
14 claims under the common law, Labor Code, [IWC Wage Orders], and Business and Professions
15 Code as alleged or that could have been alleged.” The Court also notes that the proposed class
16 notice at pages 1 and 3 may need to be amended to reflect any changes.

17 Plaintiff acknowledges the Court's concerns and proposes the following modifications to the
18 release language in Settlement Agreement paragraph 66:

19
20 (a) Labor Code Sections. The release will be amended to expressly enumerate only
21 those Labor Code sections at issue in the SAC, including both those specified within
22 the causes of action (Sections 203, 226(a), 226.7, 510, 512, 1194, and 1199) and those
23 referenced in the factual allegations.

24
25 (b) Untimely Wage Payments. The First Amended Complaint and June 20, 2024 PAGA
26 Notice (and proposed Second Amended Complaint) allege untimely payment of all
27 wages upon separation (see paragraph 88 of First Amended Complaint, page 4 of the
28 June 20, 2024 PAGA Notice, and page 4 of the August 12, 2025 PAGA Notice).

(c) Injunctive/Declaratory Relief and Punitive Damages. The release language covering these remedies will be limited to remedies sought in connection with the underlying substantive Labor Code claims being released, rather than arguably serving as an independent basis for releasing unpled claims.

(d) Catch-All Language. The parties will narrow the catch-all release language to cover only claims "arising from or directly related to the facts and theories alleged in the operative FAC and PAGA Notices," rather than any claim that "could have been alleged."

Plaintiff provides both a redlined version of the Settlement Agreement for ease of review and the clean, signed version, submitted as part of Exhibit "E" and "F" to the Szamet Declaration.² (Szamet Decl. ¶26).

The amended class notice has been revised to accurately describe the claims being released consistent with the narrowed release and are submitted herewith as part of Exhibit "G". (Szamet Decl. ¶27)

VIII. ISSUE NO. 8: CORRECTION OF DEPARTMENT NUMBER IN CLASS NOTICE

The Court notes that the proposed class notice erroneously lists Department J4 instead of Department 44 as the location of the final approval hearing, reflecting the prior department assignment before the January 5, 2026 transfer. The class notice has been amended to correctly reflect Department 44, located at the Hall of Justice, 800 South Victoria Avenue, Ventura, California 93009. (Szamet Decl. ¶28). The corrected notice is submitted herewith as Exhibit "G" to the Szamet Declaration. Plaintiff's counsel will ensure that all future versions of the notice, including those distributed to class members following preliminary approval, contain the correct department designation. (Szamet Decl. ¶29).

² While Defendant's signature was not received before the filing deadline for this Supplemental Briefing, Plaintiff's Counsel expect to provide it to the Court promptly and well before the July 15, 2026 continued hearing

1 **IX. ISSUE NO. 9: RELATED CASES PENDING IN OTHER JURISDICTION**

2 The Court notes that Plaintiff's counsel's declaration did not address whether related cases
3 are pending in other jurisdictions and, if so, what effect this settlement will have on those actions.

4 Plaintiff's counsel is not aware of any related cases involving the same or substantially similar
5 claims against Tumi Stores Inc. pending in any other state or federal court jurisdiction. (Szamet
6 Decl. ¶30). Plaintiff and his Counsel believe that this settlement will therefore have no effect on
7 other pending actions. (Szamet Decl. ¶31).

8 **X. CONCLUSION**

9 Plaintiff respectfully requests that the Court grant preliminary approval of the Amended
10 Class and Representative Action Settlement at the continued hearing on July 15, 2026. Plaintiff
11 will timely file all supplemental documents and amended exhibits referenced herein no later than
12 16 court days prior to the continued hearing date.

13
14 DATED: June 17, 2026

**KINGSLEY SZAMET EMPLOYMENT
LAWYERS**

15
16 By: 

17 Kelsey M. Szamet
18 Jessi Bulaon
19 Attorneys for Plaintiff
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On June 17, 2026, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL BRIEFING IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Elizabeth Staggs Wilson, Esq.
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Jennifer W. Maguire, Esq.
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Bo Kyung Kim, Esq.
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LITTLER MENDELSON, P.C.
633 West 5th Street
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Los Angeles, California 90071
Attorneys for Defendant
TUMI STORES, INC

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing("EF") System (<https://dir.tfaforms.net/432>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION) I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 17, 2026, at Chino, California.



Leslie Sanchez