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Attorneys for Plaintiff
KALEAH BRIDGES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

KALEAH BRIDGES, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., a
corporation; SBUX MANAGEMENT
ASSOCIATES, LLC, a limited liability
company; SIMON SBUX FRANCHISE, LLC, a
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2417986

CLASS ACTION

*[Assigned for all purposes to the Hon.
Stephanie Tanada, Dept. S33]*

**FIRST AMENDED DECLARATION OF
KALEAH BRIDGES IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

DECLARATION OF KALEAH BRIDGES

I, KALEAH BRIDGES, declare as follows:

1. I am an individual over the age of 18 and am a named plaintiff in this matter against Simon Property Group, Inc.; SBUX Management Associates, LLC; and Simon SBUX Franchise, LLC (together, “SBUX”). This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for SBUX as a non-exempt barista from approximately February 2023 until approximately May 22, 2024, out of SBUX’s locations in the Ontario Mills mall.

3. While working for SBUX, I used my personal cell phone for work purposes (for example, to clock in and out for work) but I was not reimbursed for such use. In addition, I believe that my wage statements did not contain the correct name of my employer. Also, I believe my final paycheck was paid to me late; my employment with SBUX was terminated on May 22, 2024, but I didn’t receive my final paycheck until two days later on May 24, 2024.

4. When I discussed this case with my attorneys and agreed to move forward with this case, I understood that this lawsuit could benefit other SBUX employees by helping to recover unpaid expenses and penalties. I knew that filing a lawsuit carries risk, but I accepted this risk because I wanted to vindicate my and other employees’ rights. Even though I understood that filing a lawsuit is a public record, I accepted that burden in order to help other SBUX employees.

5. I have been actively involved in this case since I first had discussions with my attorneys at Marquee Law Group about a potential class action back in May 2024. I have had many discussions with my attorneys throughout this case to discuss SBUX’s policies and practices, identify potentially helpful documents, and discuss case strategy. I spent significant time searching my own documents, and I also spent time reviewing the Settlement Agreement and other documents with my attorneys. I estimate that I have spent approximately 28 hours on this case from the time I first spoke with my attorneys regarding this case until the present.

6. As part of the proposed Settlement, I understand that my attorneys will request that the Court approve a service award of \$10,000 for my efforts on behalf of the Settlement Class and my general release of claims. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case as well as the risks I have undertaken as the class representative, as described above.

7. I do not have any conflicts with any other Settlement Class members in this case.

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

Dated: 8/12/2026

DocuSigned by:

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 Kaleah Bridges