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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 AND PAGA
REPRESENTATIVE ACTION**

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

**DECLARATION OF TUVIA
KOROBKIN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT**

Date: June 4, 2026

Time: 8:30 a.m.

Dept.: S33

Action Filed: June 3, 2024

Trial Date: None Set

1 I, TUVIA KOROBKIN, declare as follows:

2 1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of
3 record for Plaintiff Kaleah Bridges (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California
8 State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I
9 have practiced almost exclusively in the area of employment litigation. From May 2010 to May
10 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los
11 Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm
12 of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg &
13 Associates and Setareh Law Group focused on representing employees in wage and hour and
14 wrongful termination actions, including wage and hour class actions. Although non-exhaustive,
15 the types of work I performed at those firms included: conducting client intakes; performing pre-
16 filing research and analysis; drafting complaints; attending court hearings; corresponding with
17 opposing counsel; drafting and responding to written discovery; taking and defending
18 depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and
19 opposing a variety of motions including motions for summary judgment, motions for remand,
20 demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class
21 certification; drafting mediation briefs and attending mediations; drafting long-form settlement
22 agreements; drafting motions for preliminary and final settlement approval; and overseeing the
23 claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal
24 and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in
25 connection with employment matters.

26 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
27 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I
28 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties

1 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
2 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
3 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
4 of California workers.

5 4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the
6 firm’s Class Action Department, where I grew the Class Action Department to approximately 80
7 active wage and hour class and PAGA actions throughout California. In addition to managing the
8 caseload and day-to-day operations of the Class Action Department, I supervised associate
9 attorneys and performed many of the same duties described in the two prior paragraphs.

10 5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the
11 Class Action Department. I currently manage and play an active role in approximately 50 active
12 wage and hour class actions and PAGA actions throughout California, and perform many of the
13 same job duties as I performed in my prior roles, in addition to supervising other attorneys’ work
14 on those cases.

15 6. The following is a non-exhaustive list of wage and hour class action settlements
16 in which I was appointed as class counsel and that have received final approval: *Bellinghausen v.*
17 *Tractor Supply Company*, Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of
18 California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on
19 behalf of retail employees involving claims for failure to provide meal and rest periods, failure to
20 pay overtime, and other claims); *Montgomery v. Del Monte Corp.*, et al, Case No. 13C0204, Kings
21 County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on
22 behalf of manufacturing employees involving claims for failure to provide meal and rest periods,
23 failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792,
24 Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of
25 settlement on behalf of automotive factory workers involving claims for failure to pay overtime,
26 failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No.
27 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge
28 David O. Carter presiding (granted final approval of settlement of hybrid nationwide

FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims); *Salas v. Alsco, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-

1 00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger
2 presiding (granted final approval of settlement on behalf of linen distribution employees involving
3 claims for failure to pay wages, meal and rest period violations, and other claims).

4 7. I have also moved to certify and have obtained an order certifying a class action
5 in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG
6 (RAOx), U.S. District Court, Central District of California, Hon. Dolly M. Gee presiding
7 (certifying six classes of employees for claims including rest period violations, wage statement
8 violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v.*
9 *Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court,
10 Northern District of California, Hon. William H. Alsup presiding (certifying three classes of
11 employees for unlawful wage deduction violations, wage statement violations, and waiting time
12 violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San
13 Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

14 8. In each year from 2018 through 2025, Thomson Reuters recognized me as a
15 “Rising Star” in Southern California in the area of employment litigation in the annual Super
16 Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
17 attorneys under the age of forty in Southern California each year. The same publication
18 recognized me as a “Super Lawyer” in Southern California for 2026, again in the field of
19 employment litigation. That honor is awarded to no more than 5% of all attorneys in Southern
20 California each year.

21 9. F. Shawn Azizollahi is a 2009 graduate of UCLA Law and a founding partner at
22 Marquee Law Group. Mr. Azizollahi has gained extensive experience representing both
23 companies and individuals in transactional and litigation matters, including employment matters,
24 over the course of his career. For the last several years, Mr. Azizollahi’s litigation practice has
25 focused on representing plaintiffs in employment matters. Mr. Azizollahi has litigated and/or
26 managed hundreds of employment cases, including a number of class actions. His active
27 participation in this matter was integral in reaching the favorable settlement outcome on behalf
28 of the Settlement Class.

1 10. Alex Purcell is a 2022 graduate of the USC Gould School of Law and was admitted
2 to the California State Bar in the same year. Before joining Marquee Law Group, Ms. Purcell
3 worked as an associate for Yeroushalmi & Yeroushalmi, where her practice focused on
4 representative actions under California Proposition 65. Ms. Purcell joined Marquee Law Group
5 in February 2024. Since that time, Mr. Purcell has worked exclusively representing plaintiffs in
6 employment matters, including wage and hour claims on both an individual and class action basis.
7 During her tenure with Marquee Law Group, Ms. Purcell has worked on over 75 different
8 California employment matters, including many class actions.

9 11. As counsel for Plaintiff and the Settlement Class, I have been intimately involved
10 in every aspect of this case since its inception. Based on my extensive experience litigating similar
11 wage and hour class actions, I believe the proposed Settlement is fair, reasonable and adequate
12 for the Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit**
13 **1**. The proposed Class Notice and Notice of Estimated Settlement Award are attached to the
14 Settlement as **Exhibits A and B**.

15 12. Defendants Simon Property Group, Inc., Sbox Management Associates, LLC and
16 Simon Sbox Franchise, LLC (“Defendants”) own and operate Starbucks locations in malls and
17 shopping centers owned by Simon Property Group. During the relevant time period, Defendants
18 operated a number of such Starbucks locations in California. Plaintiff worked for Defendants as
19 a non-exempt employee in California from approximately February 2023 to May 22, 2024. As of
20 April 1, 2025, Defendants represented that they no longer employ any employees in California.

21 13. On June 3, 2024, Plaintiff, through my office, filed this Action, alleging causes of
22 action for failure to reimburse business expenses, wage statement violations, failure to timely pay
23 final wages, and violation of the Unfair Competition Law (“UCL”). On the same day, Plaintiff,
24 through my office, submitted a notice letter to Defendants and the Labor & Workforce
25 Development Agency (“LWDA”), notifying them of her intent to pursue civil penalties under the
26 Private Attorneys General Act (“PAGA”). A true and correct copy of Plaintiff’s June 3, 2024
27 PAGA notice letter is attached hereto as **Exhibit 2**. Attached hereto as **Exhibit 3** is a true and
28 correct copy of the email from the LWDA confirming receipt of Plaintiff’s Notification Letter.

1 14. On August 9, 2024, Plaintiff, through my office, filed the operative First Amended
2 Complaint, adding a cause of action under the PAGA.

3 15. On September 6, 2024, Defendants brought a motion to compel arbitration,
4 pursuant to a purported arbitration agreement that contained a class action waiver. Plaintiff,
5 through my office, opposed the motion to compel arbitration. On October 15, 2024, the Court
6 conducted a hearing on the motion. At the hearing, the Court ordered the Parties to conduct further
7 briefing and continued the hearing until February 11, 2025. After the hearing, the Parties met and
8 conferred and agreed to attend mediation.

9 16. Plaintiff alleges that Defendants failed to reimburse her and other employees for
10 the required use of their personal cellphones for work related purposes. Specifically, Plaintiff
11 alleges that Defendants required her and other employees to download and use the mobile
12 application “Insperity” on their personal cellphones to clock in and out of their shifts and to record
13 their meal periods, and that Defendants required them to communicate using their personal cell
14 phones for work related purposes. Defendants argue that employees were not required to use their
15 personal cellphones in connection with their job duties, as there were other methods for employees
16 to clock in and out and they were not required to communicate using personal cell phones.
17 Defendants further assert that if employees did need to use their cell phones for work purposes,
18 there were procedures in place for employees to request reimbursement of work-related expenses.
19 Defendants also argue that this claim would not be certified, as it would require hundreds of
20 individualized inquiries as to whether employees incurred business related expenses, whether they
21 were reimbursed, whether Defendants knew (or reasonably should have known) about the
22 expense, and whether the expense was “necessary” under the circumstances. Additionally,
23 Defendants argue that Plaintiff’s claims were subject to an arbitration agreement and class action
24 waiver, which was the subject a motion to compel arbitration filed by Defendants in September
25 2024, as described above.

26 17. Plaintiff also alleges that Defendants failed to include Defendants’ legal name on
27 employee wage statements. Specifically, Plaintiff alleges that until January 2025 (when
28 Defendants modified the content of their wage statements), Defendants failed to list “Simon Sbox

Franchise LLC” or “Sbux Management Associates, LLC” on employee wage statements, and instead listed other “SBUX” names on employee wage statements. Defendants argue that Plaintiff’s claim lacks merit, as the names that appeared on employee wage statements gave Plaintiff and other employees adequate notice as to who their employer was. Defendants further contend that any alleged wage statement violations were not “knowing and intentional,” particularly given its good-faith defenses. Defendants further contend that Plaintiff cannot show that she or other employees “suffer[ed] injury” due to alleged wage statement violations, as required by Lab. Code § 226(e), and that wage statements always accurately reported the amounts paid to employees, thereby fulfilling the purpose of Labor Code § 226. Finally, Defendants argue this claim would not be certified because of, *inter alia*, the individualized inquiries needed to determine whether each of hundreds of employee suffered “injury” because of alleged violation, as well as the arbitration agreements with class action waivers discussed above.

18. Plaintiff also alleges that Defendants failed to pay employees’ final wages timely, in violation of Labor Code §§ 201-202, and that Defendants are therefore liable for waiting time penalties under Labor Code § 203. Specifically, Plaintiff alleges that she and other employees were paid their final wages up to 7 days after termination – in Plaintiff’s case, 2 days after termination. Defendants argue that the reason some employees may have received wages after termination is because Defendants had to compute the employees’ tips earned in their final pay period, which calculation could not be done until after termination, and therefore, those wages were not due until that time. Defendants further argue that because it maintains a good-faith defense to this claim, any failure to timely pay final wages was not “willful” under Labor Code § 203 and thus penalties would not be available. Defendants also argue this claim would not be certified, due the arbitration agreements discussed above as well as individualized inquiries that would be needed to assess liability as to each individual employee.

19. Finally, Plaintiff alleges that Defendants are liable for PAGA civil penalties as a result of the above violations. Defendants argue that Plaintiff’s PAGA claim fails because the underlying claims fail. Defendants further argue that given their good-faith defenses and attempts to comply with the law, the Court would substantially reduce PAGA penalties even if it were to

find in Plaintiff's favor on her underlying claims, as authorized under the PAGA statute and as many courts have done. Defendants also argue that the PAGA claim would not be manageable on a representative basis, due to the many individualized inquiries that Defendant contend would be required in order to assess liability and damages.

20. Prior to mediation, the Parties engaged in extensive informal discovery. Defendants produced payroll records for putative class members for nearly the entire putative class period, relevant wage and hour policies, and other data and information. My office hired an expert data analyst (Berger Consulting Group) to analyze and extrapolate the data produced by Defendants. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims and Defendants' defenses, as well as the chances for class certification.

21. The Parties attended a full-day mediation with highly respected and well-regarded wage and hour class action mediator Monique Ngo-Bonnici on June 26, 2025. At mediation, the Parties vigorously debated Plaintiff's claims and Defendants' defenses, the potential value of Plaintiff's claims, and the chances of certification. The Parties did not reach a settlement at mediation; however, the Parties continued their settlement negotiations with Ms. Ngo-Bonnici's assistance and eventually agreed to a mediator's proposal. Over the following months, the Parties negotiated the finer terms of the settlement, ultimately resulting in the Settlement.

22. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	\$1,100,000.00
Minus Court-approved attorneys' fees (up to one-third):	\$385,000.00
Minus Court-approved costs (up to):	\$25,000.00
Minus Court-approved Service Payment:	\$10,000.00
Minus Amount Set Aside as PAGA penalties:	\$150,000.00
<u>Minus estimated settlement administration costs:</u>	<u>\$15,000.00</u>
Net Settlement Amount ("NSA"):	\$515,000.00
PLUS 25% of PAGA penalties ("PAGA Amount"):	\$37,500.00
Total Amount Paid to Settlement Class:	\$552,500.00

23. The Settlement provides for Defendants to pay a Gross Settlement Amount ("GSA") of \$1,100,000.00. After deducting amounts for attorney fees, litigation costs, Plaintiff's service payment, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of approximately \$552,500.00 to be paid to the Settlement Class. Defendants represent that there are approximately 770 Settlement Class members. Thus, the

1 average payment to Settlement Class members is estimated to be \$717.53. Particularly in light of
2 the limited claims being released under the Settlement, I believe this is an excellent result for the
3 Settlement Class.

4 24. The NSA will be distributed to all Participating Class Members (i.e., Settlement
5 Class members who do not opt out of the Settlement) based on each Participating Class Member's
6 proportional number of workweeks worked for Defendants as a non-exempt employee in
7 California during the Class Period. As noted, the NSA is estimated to be \$515,000, or roughly
8 \$30.05 for each of the estimated 17,138 aggregate workweeks worked during the Class Period.
9 Thus, the estimated highest payment from the Net Settlement Amount (i.e., for a class member
10 who worked all of the 252 possible workweeks during the Class Period) is approximately
11 \$7,572.60, the estimated lowest payment from the NSA is approximately \$30.05 (for a Settlement
12 Class member who worked only one workweek), and the average estimated payment from the
13 NSA for the 770 Settlement Class members is \$668.83.

14 25. Pursuant to the Settlement, \$150,000.00 of the GSA has been allocated to PAGA
15 civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$112,500.00, will be payable
16 to the LWDA, and the remaining 25%, or \$37,500.00, will be payable to PAGA Group members.
17 The \$37,500.00 PAGA Amount shall be paid to PAGA Group members based on their
18 proportional number of pay periods worked during the PAGA Period.

19 26. There are approximately 555 PAGA Group members. Thus, the average payment
20 to PAGA Group members from the PAGA Amount is estimated to be \$67.57. There are
21 approximately 10,844 weekly pay periods during the PAGA Period, and therefore, the average
22 payment per weekly pay period to PAGA Group members is estimated at \$3.46 per weekly pay
23 period. Thus, the estimated highest PAGA payment to a PAGA Group member is approximately
24 \$328.52 (i.e., to a PAGA Group member who worked all 95 possible weekly pay periods during
25 the PAGA Period), and the estimated lowest payment to a PAGA Group member is approximately
26 \$3.46 (assuming just one pay period worked).

27 27. While Plaintiff is confident in the merits of her claims, Plaintiff acknowledges
28 there were substantial risks and uncertainty in proceeding with class certification and eventual

1 trial on the merits. As explained above and in the Motion, Defendants presented multiple defenses
2 to Plaintiff's claims, both on the merits and to class certification and PAGA manageability,
3 rendering success far from certain.

4 28. With respect to Plaintiff's reimbursement claim, Plaintiff estimated approximately
5 \$15 per month in unreimbursed expenses for employees' use of their personal cell phones, and
6 approximately 5,044 months (or portions of months) worked by Settlement Class members during
7 the Class Period, for a total estimated exposure of \$75,660. As noted above, Defendants
8 presented several defenses to this claim, including that employees did not need to use their
9 personal phones for work related purposes; that employees had procedures available to request
10 reimbursement if they did, in fact, necessarily incur a business expense; that the arbitration
11 agreements would defeat class certification; and that certification further would not be
12 appropriate since individualized inquiries would be necessary to determine, for each
13 employee, whether they incurred an expense, whether it was reimbursed, and whether any
14 unreimbursed expense was reasonable under the employee's individual circumstances. In light
15 of these defenses, Plaintiff discounted this claim by 25% for risk of non-certification, and an
16 additional 35% for risk of losing on the merits or failing to recover the full amount sought, for a
17 realistic exposure of \$36,884 on the reimbursement claim.

18 29. With respect to Plaintiff's wage statement claim, and based on an analysis of data
19 provided by Defendants in connection with mediation with the aid of a data expert, Plaintiff
20 estimated approximately 555 Settlement Class members worked approximately 10,844 pay
21 periods within the one-year liability period applicable to Section 226 through December 31, 2024
22 (after which Defendants modified their wage statements). Using the \$50 "initial" violation rate
23 and \$100 "subsequent" violation rate under Labor Code § 226(e), Plaintiff estimated a maximum
24 of \$1,056,650 in potential exposure on the wage statement claim. However, and as explained
25 above, Defendants presented multiple defenses to this claim, including that the claim would not
26 be certified due to the existence of arbitration agreements as well as individualized inquiries as to
27 whether each employee suffered "injury," that any violations were not "knowing and intentional"
28 under Section 226(e), that wage statements always included an accurate accounting of wages paid,

1 and that employees understood who their employer was based on the names reported on the wage
2 statements. In addition, Defendants argued that due to the \$4,000 per employee cap imposed by
3 Labor Code § 226(e), Plaintiff's damages calculations were inflated and the actual potential
4 exposure was closer to \$887,000. In light of these defenses, Plaintiff discounted the claim by 20%
5 for risk of non-certification, and an additional 40% for risk of losing on the merits or failure to
6 recover the full amount sought, for a realistic exposure of \$507,192.

7 30. With respect to Plaintiff's waiting time penalties claim, and based on Defendants'
8 representation that they no longer employ any employees in California as of April 1, 2025,
9 Plaintiff estimated that virtually all of the 770 Settlement Class members would be eligible for
10 waiting time penalties, and assuming final wages were paid 7 days late for each employee, and
11 based on Settlement Class members' \$18.16 average rate of pay, those employees had an average
12 waiting time penalty of \$1,017 (\$18.16/hr. * 8 hours * 7 days late on average). Thus, Plaintiff
13 calculates Defendants' maximum waiting time penalty exposure as \$783,090. However, and as
14 explained above, Defendants presented multiple defenses to this claim, including that the
15 arbitration agreements would preclude class certification, that employees' wages (including tips)
16 could not be calculated until several days after termination and therefore wages were not paid
17 late, and that Defendants' good faith defenses would preclude imposition of penalties. In light of
18 these defenses, Plaintiff discounted the claim by 25% for risk of non-certification, and an
19 additional 40% for risk of losing on the merits or failure to recover the full amount sought, for a
20 realistic exposure of \$352,391.

21 31. Plaintiff also alleges that Defendants are liable for PAGA civil penalties as a result
22 of the above violations. Plaintiff estimated a maximum PAGA exposure of \$100 under Lab. Code
23 § 2699(f) for each of the roughly 10,844 pay periods during the PAGA period, for a total
24 maximum exposure of \$1,084,400. However, these penalties derive from Plaintiff's underlying
25 claims, each of which Defendants vigorously dispute (as described above). In addition,
26 Defendants assert that the PAGA grants trial courts discretion to reduce PAGA civil penalties
27 (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties significantly given
28 Defendants' good-faith defenses and its good-faith belief that it complied with the law – indeed,

1 many courts have reduced PAGA penalties severely in the face of good-faith defenses.
2 Defendants also argue that this claim would not be manageable on a representative PAGA basis,
3 in light of differences among employees' individual experiences, whether employees actually
4 experienced an alleged violation in each pay period, and other manageability issues. Thus,
5 Plaintiff discounted the maximum figure by 40% for risk of losing on the merits and/or the Court
6 finding the claims would not be manageable, and by an additional 50% for risk of the Court
7 reducing penalties, to arrive at an estimated exposure of \$325,320 on this claim.

8 32. Using these estimated figures, Plaintiff estimated Defendants' realistic exposure
9 to be approximately \$1,221,787 if she had proceeded through class certification and trial on the
10 merits. The proposed settlement of \$1,100,000 therefore represents over 90% of the realistic
11 potential forecasted recovery.

12 33. At final approval, Plaintiff's counsel will request attorneys' fees of up to thirty-
13 five percent of the GSA (currently estimated at \$385,000.00), and up to \$25,000 in litigation costs.
14 My office has incurred substantial attorneys' fees in, among other things, conducting pre-filing
15 investigation and legal research; preparing and filing the initial pleadings; preparing for and
16 attending the mediation session; negotiating and preparing the long-form Settlement; preparing
17 this Motion; and otherwise prosecuting this case. My office has also incurred approximately
18 \$15,000 in costs to date, including a mediation fee, filing fees, expert fee, and other costs. I
19 anticipate that my office will incur significant future attorneys' fees, as well as additional costs,
20 in overseeing the Notice process, fielding phone calls from Settlement Class members, preparing
21 and filing the Final Approval Motion and supporting documents, and appearing at the Final
22 Approval Hearing. In addition, based on my experience in similar wage and hour class and PAGA
23 actions in California courts, fee awards in matters such as this one generally equal about one-third
24 of the gross recovery.

25 34. Plaintiff will request a Class Representative Service Payment of \$10,000.00 at
26 final approval. As will be more fully briefed at final approval, Plaintiff's requested service
27 payment is in recognition of the time and effort she expended on behalf of the Settlement Class,
28 including providing factual information and documents to my office, attending multiple

1 telephonic meetings with counsel to discuss the claims and theories at issue in the litigation,
2 reviewing the settlement agreement and other documents related to this case, and otherwise
3 actively participating in the litigation.

4 35. Although the parties engaged in significant informal discovery, they had not
5 completed formal written and deposition discovery, which would have required expenditure of
6 substantial time and resources. Plaintiff also still had to file for class certification. Even if Plaintiff
7 obtained certification, the parties would incur considerable attorneys' fees and costs through a
8 possible decertification motion, motions for summary judgment, trial, and potential appeals. The
9 proposed settlement avoids these risks, expense, and delays, and is therefore a favorable outcome
10 for the Settlement Class.

11 36. I plan to submit the Settlement, as well as the Motion and this declaration, to the
12 LWDA on today's date. My office will prepare and file a separate Proof of Service on the LWDA
13 once those documents have been submitted to the LWDA.

14 37. I am not aware of any other pending class or PAGA actions that would be affected
15 by this Settlement.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on April 24, 2026 at Beverly Hills, California.

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19 Tuvia Korobkin
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EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is by and between Plaintiff Kaleah Bridges (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Sbox Management Associates, LLC, Simon Property Group, Inc., and Simon Sbox Franchise, LLC (“Defendants”) on the other hand. Plaintiff and Defendants are referred to collectively as the “Parties.” Plaintiff and the Settlement Class are represented by F. Shawn Azizollahi, Tuvia Korobkin, and Alex Purcell of Marquee Law Group APC (“Class Counsel”). Defendants are represented by Caroline Dickey and the law firm of Barnes & Thornburg LLP (“Defense Counsel”).

On June 3, 2024, Plaintiff filed a class and representative action against Defendants in San Bernardino Superior Court, titled *Kaleah Bridges v. Simon Property Group, Inc., et al*, Case No. CIVSB2417986 (the “Action”). The Action was amended on August 9, 2024. The Action alleges class and representative claims against Defendants for: (i) failure to reimburse expenses; (ii) wage statement violations; (iii) failure to timely pay final wages; (iv) unfair competition; and (v) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, and following mediation, the Parties wish to settle Plaintiff’s claims on a classwide and representative basis. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendants stipulate to the certification of a “Settlement Class,” which shall be defined as:

All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC (the “Employing Entities”) as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025 (the “Class Release Period”).

Defendants represent that there are approximately 770 Settlement Class members. The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **PAGA Group.** For purposes of this Settlement only, Plaintiff and Defendants stipulate to a sub-set of the Settlement Class called the “PAGA Group,” which shall be defined as:

All individuals who worked for the Employing Entities in California as non-exempt employees at any time from June 3, 2023 through March 31, 2025 (the “PAGA Release Period”).

3. **Release by Settlement Class.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendants and Insuperity PEO

Services, L.P., as well as any division thereof, any parent companies, subsidiaries, affiliated entities, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, member, manager, contractor, shareholder, representative, insurer, investor, or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers of such program or plan) (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Action or that could have been alleged based on the facts alleged in the Action, including but not limited to: (a) any alleged failure by Defendants (1) to reimburse or indemnify business expenses, (2) to issue compliant wage statements, or (3) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-203, 226, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with the Employing Entities during the Class Release Period (“California Released Claims”).

4. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release the Released Parties of any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(3) in the immediately preceding paragraph, arising from their employment with the Employing Entities during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

5. **Release by Plaintiff.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, and in exchange for her Class Representative Service Payment, Plaintiff, as the named Class Representative, agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, rules, or regulations, arising from Plaintiff’s employment with the Employing Entities at any time prior to the date that Plaintiff signs this Agreement (“Plaintiff’s Released Claims”). Plaintiff’s release includes but is not limited to any claim, demand, action, or cause of action, known or unknown, including money damages and claims for attorneys’ fees, based on but not limited to: (a) the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), 29 U.S.C. § 621, *et seq.*; (b) the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*; (c) the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.*; (d) the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*; (e) the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff, *et seq.*; (f) the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981; (g) the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*; (h) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), *et seq.*; (i) the Equal Pay Act, as amended, 29 U.S.C. § 206, *et seq.*; (j) the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*; (k)

the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq.; (l) the National Labor Relations Act, 29 U.S.C. § 151 et seq.; (m) the California Worker Adjustment and Retraining Notification Act, Cal. Labor Code § 1400, et seq.; (n) the California Fair Employment and Housing Act, Cal. Gov't Code § 12940, et seq.; (o) the California Family Rights Act of 1993, Cal. Gov't Code § 12940, et seq.; (p) the California Equal Pay Law, Cal. Lab. Code § 1197.5, et seq. or any California wage payment law; (q) the California Private Attorneys General Act, Cal. Lab. Code § 2698, et seq.; (r) any other section of the California Labor Code; (s) any section of the applicable Order of the California Industrial Welfare Commission; (t) any existing or potential entitlement under any Defendants program or plan, including wages or other paid leave, commissions, incentives, stock grants or options, business expenses, severance pay, or bonuses; (u) any existing or potential agreement, contract, representation, policy, procedure, or statement (whether any of the foregoing are express or implied, oral or written); (v) claims arising under any other federal, state and local fair employment practices law, disability benefits law, and any other employee or labor relations statute, executive order, law or ordinance, and any duty or other employment-related obligation, claims arising from any other type of statute, executive order, law or ordinance, claims arising from contract or public policy, as well as tort, tortious cause of conduct, breach of contract, restitution, wrongful termination, demotion, intentional infliction of emotional distress, humiliation, negligence, discrimination, harassment, and retaliation, lost employment opportunities, damage to professional reputation, failure to prevent discrimination, failure to prevent retaliation, failure to prevent harassment, failure to pay timely earned wages on separation, failure to provide accurate wage statements, retaliation in violation of the California Labor Code, failure to comply with any requests for personnel or payroll information or documents, together with all claims for monetary and equitable relief, interest, penalties, punitive and compensatory relief and attorneys' fees and costs; and (w) the United States Constitution or any applicable state Constitution. This release expressly excludes any claims that Plaintiff may have related to Workers Compensation, any claims for unemployment insurance, or any other claims which cannot be released by law. As to Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

6. **Gross Settlement Amount.** As consideration, Defendants agree to pay a "Gross Settlement Amount" or "GSA" of One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) in full and complete settlement of the Action, as follows:
 - A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.
 - B. Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator no later than thirty (30) days after the Effective Date (defined below).
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:
 - i. All payments to the Settlement Class;

- ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$15,000.00;
- iii. Up to \$10,000.00 for Plaintiff as the Class Representative Service Payment, in recognition of Plaintiff's contributions to the Action and to the Settlement Class;
- iv. Class Counsel attorney fees of up to 35% of the GSA (currently estimated to be \$385,000.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than \$25,000.00;
- v. The Parties have set aside \$150,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 75% of such penalties, or \$112,500, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$37,500 will be payable to members of the PAGA Group as the "PAGA Amount" as discussed below.

D. Escalator Clause. A "Workweek" is defined as any workweek in which a Settlement Class member worked one or more workdays for either of the Employing Entities as a non-exempt employee in California. Defendants represent that Settlement Class members worked approximately 17,138 Workweeks during the Class Release Period. This is a material representation for Plaintiff to enter this Agreement. If the actual number of Workweeks during the Class Release Period exceeds this number by more than 10% (i.e., if Settlement Class members worked 18,852 or more workweeks during the Class Release Period), then the Gross Settlement Amount will increase by the increase in workweeks over 10% (e.g., if the number of Workweeks worked during the Class Release Period is 11% greater than 17,138, the Gross Settlement Amount will increase by 1%). If the Gross Settlement Amount increases as a result of this Escalator Clause, the updated Gross Settlement Amount (as well as the updated amount of estimated attorneys' fees) will be reflected in the Class Notice. Alternatively, Defendants may elect to adjust the length of the Class Release Period and the PAGA Release Period by truncating the end date of those periods so as to keep the number of workweeks less than 18,852, to avoid triggering the Escalator Clause.

- 7. **Effective Date.** The "Effective Date" of this Agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes Final. "Final" shall mean, as applicable: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed without material modification pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
- 8. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement ("Settlement Award"). Each Settlement Award shall be comprised of the Settlement Class member's (i) payment from the Net Settlement Amount and (ii) payment, if any, from the PAGA Amount, as described in detail

below.

- A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."
- B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of Workweeks worked during the Class Release Period. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks worked during the Class Release Period, and the denominator of which is the total Workweeks worked by all Participating Class Members during the Class Release Period.
- C. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$37,500.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all PAGA Group members, regardless of whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member worked for the Employing Entities in California during the PAGA Release Period ("PAGA Pay Periods"). Specifically, each PAGA Group member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods worked by all PAGA Group members.
- D. Within five (5) business days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payment to Plaintiff, the PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- E. Because all of the claims in the Action are for reimbursement of expenses and/or for statutory and civil penalties, none of which are considered "wages" under California law, all Settlement Awards will be deemed penalties and reimbursements for tax purposes and the Settlement Administrator will issue IRS Forms 1099 to Settlement Class members for their Settlement Awards, without any withholdings taken. However, to the extent the Court requires the Parties to allocate a portion of each Settlement Award to "wages," then: (i) the Settlement Administrator will issue Forms W2 to Settlement Class members for the wage portions of Settlement Awards, (ii) the wage portions of the Settlement Awards will be subject to legally required withholdings, and (iii) Defendants will be responsible for the employer's

share of the payroll taxes on the wage portion of the Settlement Awards in addition to, and separate from, the Gross Settlement Amount, and must pay said employer-side taxes at the same time it funds the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.
 - G. Neither Plaintiff nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
9. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated at \$385,000.00), plus actual costs and expenses as supported by declaration in an amount not to exceed \$25,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the fee and cost award allowed by the Court.
 10. **Class Representative Service Payment.** Plaintiff will request, and Defendants will not oppose, a Class Representative Service Payment of \$10,000.00 for Plaintiff from the Gross Settlement Amount for Plaintiff's time and risks undertaken in prosecuting the Action, her service to the Settlement Class, and her general release of claims. This award will be in addition to Plaintiff's Settlement Awards as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiff her Class Representative Service Payment at the same time that it mails the Settlement Awards to Settlement Class members.
 11. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to \$15,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement

Class members.

12. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement;
 - B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, and Alex Purcell of Marquee Law Group, APC as Class Counsel;
 - C. Appointing Plaintiff as Class Representative for the Settlement Class;
 - D. Approving Phoenix as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and
 - G. Scheduling a Final Approval hearing.

13. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:
 - A. Within thirty (30) days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; and the number of Workweeks worked during the Class Release Period and number of PAGA Pay Periods, for each Settlement Class member (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address, telephone number, and last four digits of his/her Social Security number; (2) contain

a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3) above, it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

- D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as the information that was gleaned from Defendants' records in order to calculate the Settlement Award, including their number of Workweeks they worked during the Class Release Period and their number of PAGA Pay Periods (if any). Settlement Class members will have the opportunity,

should they disagree with Defendants' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
- 14. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:
 - A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payment, PAGA civil penalties to the LWDA, and settlement administration costs; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
 - 15. **Non-Admission of Liability.** Defendants deny liability as to the matters alleged in the Action. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of

further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void but remains protected by California Evidence Code § 1152.

16. **Confidentiality.** Plaintiff and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiff's spouse or to Plaintiff's attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff.
17. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Rule of Court 3.769.
18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
19. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.
20. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Caroline Dickey, Barnes & Thornburg LLP, 2029 Century Park East, Suite 300, Los Angeles, CA 90067; caroline.dickey@btlaw.com

if to Plaintiff: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvialaw@marqueelaw.com
21. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
22. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
23. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date

hereof relating to the subject matters hereof.

24. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
25. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

AGREED TO AND APPROVED BY:

DATED: 01/22/2026 | 10:44 EST

SIMON PROPERTY GROUP, INC.

By: 
John Rulli, Chief Administrative Officer

DATED: 01/22/2026 | 10:44 EST

SBUX MANAGEMENT ASSOCIATES, LLC

By: 
John Rulli, Chief Administrative Officer

DATED: 01/22/2026 | 10:44 EST

SIMON SBUX FRANCHISE, LLC

By: 
John Rulli, Chief Administrative Officer

DATED: 1/16/2026

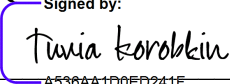
KALEAH BRIDGES


Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 1/16/2026

MARQUEE LAW GROUP APC

By: 
Tuvia Korobkin
Attorneys for Plaintiff

DATED: 1/22/2026

BARNES & THORNBURG LLP

By: 
Caroline Dickey
Attorneys for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KALEAH BRIDGES,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., SBUX
MANAGEMENT ASSOCIATES, LLC, SIMON
SBUX FRANCHISE, LLC,

Defendants.

Case Nos. CIVSB2417986

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC (the "Employing Entities") as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025 ("Class Release Period").

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The San Bernardino County Superior Court ("Court") has granted preliminary approval of a proposed class action settlement (the "Settlement") that resolves a class and representative action lawsuit pending against Simon Property Group, Inc., Sbox Management Associates, LLC, and Simon Sbox Franchise, LLC (together, "Defendants"), called *Kaleah Bridges v. Simon Property Group, Inc., et al*, Case No. CIVSB2417986. This lawsuit will be referred to as the "Action."

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Defendants' records show that you were employed by the Employing Entities as a non-exempt employee in California at some point between June 3, 2020, and March 31, 2025. You are therefore a member of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiff Kaleah Bridges ("Plaintiff") has filed a lawsuit alleging that Defendants violated California law with respect to employees who worked for the Employing Entities. Specifically,

Questions? Call (XXX) XXX-XXXX

Plaintiff alleges that Defendants: (i) failed to reimburse or indemnify employees for business expenses; (ii) failed to issue accurate itemized wage statements; (iii) failed to pay all wages at termination; and, as a result of the above, (iv) engaged in unlawful business practices. In addition, Plaintiff seeks recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Defendants deny that they have done anything wrong and contend they complied with all applicable laws and regulations and that Plaintiff’s claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expenses, inconvenience, and interference with their business operations, Defendants have agreed to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation.

Plaintiff and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class: MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Alex Purcell alex@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com	Attorneys for Defendants: BARNES & THORNBURG LLP Caroline Dickey caroline.dickey@btlaw.com 2029 Century Park East, Suite 300 Los Angeles, California 90067 Tel.: (310) 284-3880 www.btlaw.com
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What are the terms of the Settlement?

Defendants have agreed to pay \$1,100,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, currently estimated to be \$385,000, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000 for reimbursement

of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of \$10,000 to Plaintiff, also known as the “Class Representative.” This award is to compensate the Class Representative for her service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$150,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or \$112,500, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$37,500 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$515,000. Together with the \$37,500 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$552,500. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for the Employing Entities as a non-exempt employee in California during the Class Release Period.

PAGA Amount Payment: In addition to the NSA, \$37,500 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for the Employing Entities as a non-exempt employee in California at any time from June 3, 2023 to March 31, 2025 (the “PAGA Release Period”). This sub-group of Settlement Class members is known as the “PAGA Group.” All members of the PAGA Group will receive a payment from the PAGA Amount in proportion to the number of pay periods that they worked for the Employing Entities as a non-exempt employee in California during the PAGA Release Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by Defendants within 30 days of the “Effective Date,” as that term is defined in the Settlement. If the Court grants final approval of the Settlement and there are no objections, the Effective Date will be approximately 60 days after the date of final approval. Settlement Awards will be mailed approximately 8 business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. The claims in the Action are for expense reimbursements and for statutory or civil penalties, which are not treated as “wages” under California law. Therefore, for tax purposes the Settlement Awards shall be treated as reimbursements and penalties not subject to withholding. The Settlement Administrator will issue IRS forms 1099 for all Settlement Awards. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiff and every Participating Class Member will release and discharge Defendants and Insuperity PEO Services, L.P., as well as any division thereof, any parent companies, subsidiaries, affiliated entities, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, member, manager, contractor, shareholder, representative, insurer, investor, or employee benefit or welfare program or plan

(including administrators, trustees, fiduciaries, and insurers of such program or plan) (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaint in the Action or that could have been alleged based on the facts alleged in the operative Complaint in the Action, including but not limited to: (a) any alleged failure by Defendants (1) to reimburse or indemnify business expenses, (2) to issue compliant wage statements, or (3) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-203, 226, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with the Employing Entities during the Class Release Period (“California Released Claims”).

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(3) in the immediately preceding paragraph, arising from their employment with the Employing Entities during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for the Employing Entities as a non-exempt employee in California during the Class Release Period and the number of pay periods you worked for the Employing Entities as a non-exempt employee in California during the PAGA Release Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on Defendants’ records, your total Settlement Award is estimated to be <<\$XXXXXX>>, which includes <<\$XXXXXX>> from the Net Settlement Amount and <<\$XXXXXX>> from the PAGA Amount. The enclosed “Notice of Estimated Settlement Award” contains the data from Defendants’ records that was relied upon in calculating your estimated payment.

How will I receive money from the Settlement?

The Settlement Administrator will send, by U.S. mail, a single check to each Settlement Class member who is entitled to a Settlement Award following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Settlement

Administrator as soon as possible.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for the Employing Entities in California as a non-exempt employee during the Class Release Period and the number of pay periods you worked for the Employing Entities in California as a non-exempt employee during the PAGA Release Period. The information contained in Defendants' records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than **<<RESPONSE DEADLINE>>**, with your full name (as well as any former names you used while you worked for the Employing Entities), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Kaleah Bridges v. Simon Property Group* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Group members, even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for the Employing Entities), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before **<<RESPONSE DEADLINE>>**. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with

the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S33 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payment, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, <https://sanbernardino.courts.ca.gov>. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. This deadline will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

KALEAH BRIDGES v. SIMON PROPERTY GROUP, INC., ET AL

San Bernardino County Superior Court Case No. CIVSB2417986

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Defendants' records:

- (a) you worked for [REDACTED] workweeks for Sbox Management Associates, LLC and/or Simon Sbox Franchise, LLC as a non-exempt employee in California between June 3, 2020 and March 31, 2025;
- (b) you worked for [REDACTED] pay periods for Sbox Management Associates, LLC and/or Simon Sbox Franchise LLC as a non-exempt employee in California between June 3, 2023 and March 31, 2025.

Based on the above, your Settlement Award is estimated at \$ [REDACTED], which includes \$ [REDACTED] from the Net Settlement Amount and \$ [REDACTED] from the PAGA Amount.

(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, the dispute will be resolved by the Settlement Administrator in consultation with counsel for the Parties. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT 2



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

June 3, 2024

Via Online Filing

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

Via U.S. Certified Mail

Simon Property Group, Inc.
225 W. Washington Street
Indianapolis, IN 46204

Via U.S. Certified Mail

Sbux Management Associates, LLC
225 W. Washington Street
Indianapolis, IN 46204

Via U.S. Certified Mail

Simon Sbux Franchise, LLC
225 W. Washington Street
Indianapolis, IN 46204

Via U.S. Certified Mail

Simon Property Group, Inc.
c/o CT Corporation
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Via U.S. Certified Mail

Sbux Management Associates, LLC
c/o CT Corporation
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Kaleah Bridges v. Simon Property Group, Inc., et al

To Whom It May Concern:

Please be advised that this law firm represents Kaleah Bridges in claims arising from her employment with Simon Property Group, Inc.; Sbux Management Associates, LLC; Simon Sbux Franchise, LLC; and Does 1 through 100 (collectively, “Simon”). Ms. Bridges is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to Simon’s 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 and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former employees (exempt and non-exempt) of Simon who have worked at any of Simon’s California Starbucks locations at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Ms. Bridges’ contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Ms. Bridges was employed by Simon as a non-exempt employee from approximately February 2023 to May 22, 2024.

Simon owns and operates retail properties across California. Many of these properties contain one or more Starbucks locations, which are also owned and operated by Simon. For example, in the Ontario Mills mall where Plaintiff worked, there are two Starbucks locations owned and operated by Simon. According to the Simon Property website, Simon owns and operates approximately 16 Starbucks locations in malls and shopping centers in California. These Starbucks locations are all owned and operated by Simon, such that the employees of all such locations are all employed by Simon.

During Ms. Bridges' employment with Simon, Simon failed to reimburse Ms. Bridges and other employees for expenses they incurred in the course of their employment. Specifically, Simon required Ms. Bridges and other employees to use their personal cellphones to download an application called "Insperity." Ms. Bridges was required to use this application to clock in and out for her shifts and meal break(s) each workday. Ms. Bridges also received text messages and phone calls from management to discuss work related subjects. Ms. Bridges and her co-workers also frequently used the application "Group Me" to communicate about work-related subjects such as to seek and give advice for work, offer up and pick up shifts, and to generally interact with one another about anything needed for work.

Despite requiring Ms. Bridges and other employees to use their personal cell phones for work-related purposes, Simon has failed to reimburse any portion of their monthly cell phone bill. As a result of the foregoing, Ms. Bridges and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for "reasonable percentage" of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

In addition, Simon has issued facially deficient wage statements to Ms. Bridges and other employees, in that the wage statements did not (and do not) include the name of the entity that is the employer, in violation of Labor Code § 226(a)(8). Specifically, Ms. Bridges' wage statements listed "SBUX**ONTARIO MILLS (5510652)" or "SBUX**ONTARIO MILLS KO (5510638)," but no entity exists with either name. Ms. Bridges is informed and believes, and based thereon alleges, that the actual employing entity of Ms. Bridges and the other employees who worked (or work) at Simon's Starbucks locations is Sbox Management Associates, LLC, which is managed by Simon Sbox Franchise, LLC, a subsidiary of Simon Property Group, Inc. None of these entities were named on Ms. Bridges' wage statements. On information and belief, Simon's other employees were (and are) likewise issued wage statements that do not include the name of the entity that is employer, in violation of Labor Code § 226(a)(8).

Simon also failed to timely pay Ms. Bridges' final wages. Specifically, Ms. Bridges' employment with Simon was terminated on May 22, 2024, but Simon did not provide Ms. Bridges with her final paycheck until two days later, on May 24, 2024. This violates Labor Code §§ 201-202, which require that an employee who is terminated must be paid her final wages on the date of termination. On information and belief, Simon has likewise failed to timely pay final wages to other separating employees in California.

As described above, Simon committed, and continues to commit, the following violations of the Labor Code and Wage Order 7:

Failure to Reimburse Business Expenses

As alleged above, Ms. Bridges and other aggrieved employees have been required to use their personal cell phones for work purposes. Although Ms. Bridges and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or as a result of directives from Simon, Simon has not reimbursed them for their necessary work expenditures during the relevant time period, despite the fact that Simon was aware (or reasonably should have been aware) of the fact that these expenses were incurred. Simon's policy/practice of not providing reimbursement for necessary work expenditures violates Labor Code §§ 1198, 2802 and 2804 and Wage Order 7, § 8. Ms. Bridges and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses, with interest.

Failure to Pay All Wages Owed at Termination

As alleged herein, Simon has failed to timely pay Ms. Bridges and other aggrieved former employees all wages owed to them at the time of termination of employment. This violates Labor Code §§ 201-203, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits.

Wage Statement Violations

As alleged above, Simon has, as a matter of uniform policy and practice, failed to furnish Ms. Bridges and other aggrieved employees with complete and accurate itemized wage statements with respect to, *inter alia*, the name and address of the legal entity that is the employer, in violation of Labor Code § 226(a).

Ms. Bridges is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Ms. Bridges will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. As alleged herein, Simon has committed, and continues to commit, the following Labor Code violations:

- a. Simon has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse Ms. Bridges and other aggrieved employees for the use of their personal cell phones and/or other personal devices for work purposes;
- b. Simon has violated Labor Code §§ 201-203 by failing to pay all wages owed to Ms. Bridges and other aggrieved former employees at their separation of employment;
- c. Simon has violated Labor Code § 226 by failing to furnish Ms. Bridges and other aggrieved employees with accurate and complete itemized wage statements; and

Labor & Workforce Development Agency
Kaleah Bridges v. Simon Property Group, Inc., et al
June 3, 2024
Page 4 of 4

- d. Simon has violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Bridges and other aggrieved employees.

Pursuant to Labor Code section 2699.3, please notify our office and Simon if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, APC



Tuvia Korobkin

EXHIBIT 3



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "tuvia@marqueelaw.com" <tuvia@marqueelaw.com>

Mon, Jun 3, 2024 at 6:08 PM

6/3/2024

LWDA Case No. LWDA-CM-1031830-24
Law Firm : Marquee Law Group, APC
Plaintiff Name : Kaleah Bridges
Employer: Simon Property Group, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm