

D.LAW, INC.

Roman Shkodnik (SBN 285152)

Mason Doidge (SBN 352604)

Enoch J. Kim (SBN 261146)

Arianna N. Razi (SBN 356930)

250 N. Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Emails: r.shkodnik@d.law, m.doidge@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiff KEVIN TURNER,
on behalf of himself and others similarly situated

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

KEVIN TURNER, an individual on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

ODS TECHNOLOGIES LP dba: TVG
NETWORK, a Delaware limited partnership;
TRINET HR III, INC., a California
corporation; TRINET, an entity of unknown
form; FANDUEL GROUP, an entity of
unknown form; FANDUEL an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24STCV31540

Assigned For All Purposes To:

Honorable David S. Cunningham III
Department: 11

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; Declarations of Kevin Turner,
Elizabeth Botero Bravo, Michael Sutherland,
and Jarrett Gorlick; and [Proposed] Order]*

Hearing Date: August 10, 2026
Time: 11:00 a.m.
Department: 11

Original Complaint Filed: December 2, 2024
First Amended Complaint Filed: February 5,
2025
Second Amended Complaint Filed: April 27, 2026
Trial Date: None Set

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement Agreement ("Motion"). A copy of the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached as **Exhibit 1** hereto, with the Notice of Settlement and Approval ("Aggrieved Employees' Notice") attached as **Exhibit A** to the Settlement Agreement.

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4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants, FanDuel Group, Inc. (erroneously sued as “FanDuel Group”), TriNet HR III, Inc., and TriNet, and the Labor and Workforce Development Agency (“LWDA”) by sending his PAGA Notice on December 2, 2024 (LWDA-CM-1064545-24). A true and correct copy of his PAGA Notice is attached hereto as **Exhibit 2**. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff that it intended to investigate Plaintiff’s allegations.

5. On December 2, 2024, Plaintiff filed a class action complaint in the Los Angeles County Superior Court, Case No. 24STCV31540, against Defendants, FanDuel Group, Inc. (erroneously sued as “FanDuel Group”), TriNet HR III, Inc., and TriNet alleging claims under the California Labor Code for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Rest-Break Liability Under Labor Code § 226.7; (4) Failure to Pay Vacation

1 Wages; (5) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (6) Reimbursement of
2 Necessary Expenditures Under Labor Code § 2802; (7) Violation of Labor Code § 226(a); (8) Failure
3 to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Penalties Pursuant to
4 Labor Code § 203; and (10) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”).

5 6. On February 5, 2025, 65 days after Plaintiff’s submission of the PAGA Notice, Plaintiff
6 filed a First Amended Class Action Complaint, alleging an eleventh cause of action for Penalties
7 Pursuant to Labor Code § 2699, *et seq.*

8 7. On February 7, 2025, Plaintiff filed a Request for Dismissal of Defendants TriNet HR
9 III, Inc. and TriNet Without Prejudice, which the Court granted on February 27, 2025.

10 8. Pursuant to the Settlement, on March 18, 2026, Plaintiff filed a Request for Dismissal of
11 Class Allegations Without Prejudice and Dismissal of Defendant FanDuel Group, Inc. Without
12 Prejudice, pursuant to an arbitration agreement Plaintiff signed while employed with Defendants
13 which contained a class action waiver, which was granted by the Court on March 24, 2026.

14 9. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to
15 Defendants and the LWDA by sending his amended PAGA Notice on April 13, 2026 (LWDA-CM-
16 1064545-24). A true and correct copy of his amended PAGA Notice is attached hereto as **Exhibit 3**.
17 On April 27, 2026, Plaintiff filed a Second Amended Class Action Complaint, which substitutes
18 named Defendant Fanduel, an entity of unknown form, for Defendant FanDuel Inc., a Delaware
19 corporation; changes the name for Defendant ODS Technologies LP dba: TVG Network to ODS
20 Technologies, LP dba: TVG Network; and adds a claim for Meal Period Liability Under Labor Code
21 § 226.7 (“Operative Complaint”).

22 10. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and
23 circumstances underlying the pertinent issues and the law applicable thereto. This required thorough
24 discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research
25 into the various legal issues involved in the case. After conducting our initial investigation, we
26 determined that Plaintiff’s claims were well-suited to proceed on a representative basis owing to
27 what appeared to be a common course of conduct affecting a similarly situated group of employees.

28 ///

11. After initiating the Action, the Parties met and conferred about the claims and issues in this case, including the existence of an arbitration agreement with a class action waiver between the Parties, and agreed to explore resolution of this case through mediation with a highly respected mediator. Prior to mediation, Defendants provided data, numbers, and documents, including their Timekeeping and Attendance Policy, Employee Guide to Review and Authorize Timesheets, Daily On Call Playbook, a sampling of Aggrieved Employee's timekeeping and payroll data, information and documentation regarding Defendants' wage and hour policies, Plaintiff's wage statements and personnel file, meal period and rest period information, and a binding arbitration agreement. Defendants also provided information relating to the number of Aggrieved Employees and PAGA Pay Periods.

12. The information and data exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

13. On August 20, 2025, the parties attended an all-day mediation with highly respected wage and hour mediator the Hon. Brian Walsh (Ret.). During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiff's claims, Defendants' defenses, procedural challenges in this case, and the prospects of further litigation. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in representative actions such as this one.

14. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action and worked together to finalize and execute the long-form PAGA Settlement Agreement.

1 15. The Parties believe and agree that the PAGA Settlement provides for a fair, adequate,
2 and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's
3 length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes
4 that the Settlement confers real benefits upon the State and Aggrieved Employees and that an
5 independent review of the Settlement by the Court in the approval process will confirm this
6 conclusion.

7 16. For purposes of the Settlement, "Aggrieved Employees" are defined as: all current and
8 former non-exempt employees of Defendants who worked in the State of California during the
9 PAGA Period, which is the period from December 3, 2023, through November 20, 2025. (Exhibit 1,
10 ¶¶ 1.4, 1.21.) Prior to mediation, Defendants estimated there were a total of 6,582 PAGA Pay Periods
11 between December 3, 2023 to August 20, 2025. (Exhibit 1, ¶ 4.1.) If the total number of pay periods
12 for the PAGA Period exceeds this total by 10% or more (e.g., 7,240.2 PAGA Pay Periods),
13 Defendants will have the option to either: (1) end the PAGA Period on the date the number of pay
14 periods reaches 10% more than 6,582, or (2) elect to have the Gross Settlement Amount increase
15 proportionately for each additional pay period over 10% more than 6,582.¹ (*Id.*) Based on the
16 information provided by Defendants, there are approximately 199 Aggrieved Employees.² Based on
17 this information, and using a straight average, Plaintiff estimates that each Aggrieved Employee will
18 receive a payment of approximately \$165.35 (\$32,904.90 divided by 199 Aggrieved Employees).

19 17. The Settlement Agreement requires Defendants to pay the total sum of \$190,000.00 (the
20 "Gross Settlement Amount" or "GSA"). (Exhibit 1, ¶ 1.12.) Defendants shall fully fund the Gross
21 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the
22 Court enters a Judgment approving the Settlement and the Judgment is final, e.g., when the period
23 for filing any appeal regarding the Settlement has elapsed (i.e., 60 days after the Court enters
24 Judgment), or if an appeal is filed, when the appeal is finally and conclusively resolved with no right
25 to pursue additional remedies or relief. (Exhibit 1, ¶¶ 1.11, 4.3.) The Gross Settlement Amount will

26 _____
27 ¹ Defendants submitted the Aggrieved Employee Data to Apex prior to the filing of this Motion, and Apex confirmed
28 the total PAGA Pay Period count during the escalator clause period (December 3, 2023 to August 20, 2025) is 6,313,
therefore the escalator clause has not been triggered. Thus, the Gross Settlement Amount remains \$190,000.00.

² Based on the Aggrieved Employee Data, Apex confirmed there are 199 Aggrieved Employees.

1 be allocated as follows, pending Court approval:

- 2 a) Attorneys' fees in the amount of one-third of the Gross Settlement Amount, or
3 \$63,333.33, and reimbursement of actual expenses incurred to prosecute the
4 Action in the amount of \$22,162.66 ("PAGA Counsel Fees Payment and
5 Litigation Expenses Payment") (Exhibit 1, ¶ 3.2.1);
- 6 b) Service Payment of up to \$5,000.00 to be paid to the Plaintiff for his service as
7 the PAGA Representative ("Service Payment") (Exhibit 1, ¶ 3.2.4);
- 8 c) Administration costs of no more than \$5,490.00 to be paid to the Administrator,
9 Apex Class Action Administration ("Apex"), for sending notices and for
10 calculating settlement shares and preparing all checks and mailings
11 ("Administration Expenses Payment") (Exhibit 1, ¶ 3.2.2); and
- 12 d) The remainder of the Gross Settlement Amount after deducting the above costs
13 ("Net Settlement Amount") is approximately \$94,014.01 and shall be allocated
14 between the LWDA and the Aggrieved Employees pursuant to Labor Code
15 section 2699(i), with 65% (\$61,109.11) being paid to the LWDA ("LWDA PAGA
16 Payment") and 35% (\$32,904.90) being paid to the Aggrieved Employees on a
17 pro-rata basis ("Individual PAGA Payment") (Exhibit 1, ¶ 3.2.3.) The average
18 payment to the Aggrieved Employees will be approximately \$165.35 per person
19 (\$32,904.90 divided by 199 Aggrieved Employees, which is the approximate
20 number of Aggrieved Employees based on the information provided by
21 Defendants) as their share of the Individual PAGA Payment.

22 18. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the
23 risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience,
24 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking
25 into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this
26 genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he
27 or she will receive. Further, and based on the settlement negotiations, which were extensive and
28 conducted in good faith and at arm's length between attorneys with substantial experience litigating

1 PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in
2 which the parties were forced to make significant compromises in the interest of reaching a full and
3 complete settlement of the lawsuit.

4 **THE STRENGTH OF PLAINTIFF’S CASE IN LIGHT OF THE SETTLEMENT**
5 **AMOUNT**

6 19. Plaintiff alleges that Defendants violated various provisions of California law and seeks
7 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
8 § 2699, specifically, Plaintiff alleges that Defendants:

- 9 • Failed to pay Plaintiff and Aggrieved Employees minimum wages and overtime for “off-
10 the-clock” work, including requiring Plaintiff and Aggrieved Employees to answer work-
11 related calls and texts outside work hours. Defendants also required Plaintiff and
12 Aggrieved Employees to take over duties at the precise moment their shift started,
13 requiring Plaintiff and Aggrieved Employees to work off-the-clock pre-shift to prepare
14 to take over duties, including logging into computers, looking to see which coworkers
15 were working that day and communicating with coworkers, connecting to the company’s
16 systems, and generally getting organized.
- 17 • Failed to pay Plaintiff and Aggrieved Employees meal period premiums at the proper
18 regular rate of pay as Defendants paid shift differentials and bonuses to employees but
19 did not incorporate the shift differentials and bonuses into the regular rate of pay for
20 purposes of paying meal premiums.
- 21 • Failed to provide Plaintiff and Aggrieved Employees with compliant rest breaks as
22 Defendants required them to work through rest breaks, take their rest breaks late, or take
23 rest breaks that were less than 10 minutes. Additionally, Defendants prohibited Plaintiff
24 and Aggrieved Employees from leaving the premises during rest breaks.
- 25 • Failed to incorporate bonuses and shift differentials paid to Plaintiff and Aggrieved
26 Employees into the calculation of the regular rate of pay for purposes of calculating the
27 overtime pay, meal and rest period premiums, and sick pay owed to employees.
- 28 • Failed to issue accurate wage statements by failing to accurately specify the address of

1 the employer because the wage statements provided to employees included an address
2 that is not registered with the California Secretary of State's Office. Further, the wage
3 statements failed to accurately account for all off-the-clock work and missed or underpaid
4 meal and rest premiums which Defendants knew or reasonably should have known were
5 owed to Plaintiff and Aggrieved Employees.

- 6 • Failed to maintain accurate records for Plaintiff and Aggrieved Employees by failing to
7 pay Plaintiff and Aggrieved Employees proper wages, overtime, and premium pay.
- 8 • Failed to pay all wages earned by and owed to Plaintiff and Aggrieved Employees at the
9 time of their termination or within seventy-two (72) hours of their resignation.
- 10 • Failed to reimburse Plaintiff and Aggrieved Employees for necessary work-related
11 expenses incurred, including personal cell phone usage, home internet, printers, printer
12 paper, and ink.

13 20. Defendants denied and continue to deny all of the claims made by Plaintiff in this Action
14 and contend that it acted at all relevant times in conformance with the law. Defendants contend that
15 Plaintiff and Aggrieved Employees were required to report all hours worked and were paid for all
16 hours worked, that Defendants paid all wages at the proper rates, and that any shift differentials or
17 bonuses paid were discretionary in nature and not includible in the calculation of the regular rate of
18 pay; that Defendants provided Plaintiff and Aggrieved Employees with the reasonable opportunity
19 to take compliant meal periods and rest breaks and that any deviations were at the voluntary election
20 of Plaintiff and Aggrieved Employees; that Defendants paid meal premiums for any non-compliant
21 meal breaks; that Defendants paid all wages due on a timely basis and using Labor Code compliant
22 instruments; that Defendants fully reimbursed Plaintiff and Aggrieved Employees for reasonable
23 business expenses incurred; and that Defendants' wage statements complied with the law. As a result,
24 PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a
25 settlement.

26 **PAGA Penalties**

27 21. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain
28 civil penalties on behalf of himself and other aggrieved employees for Defendants' violation of any

1 provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
2 provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable,
3 Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
5 employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(m), seventy-
6 five percent (65%) of the penalties recovered must be allocated to the LWDA, with the remaining
7 twenty-five percent (35%) allocated to the affected employees. However, under *Amaral v. Cintas*,
8 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of \$100 per
9 violation applies in the absence of a determination that a violation actually occurred.

10 22. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
11 \$658,200.00, calculated by multiplying the total number of PAGA Pay Periods (6,582) by \$100 per
12 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one
13 PAGA penalty per PAGA Pay Period (i.e., Plaintiff did not stack the PAGA penalties in their
14 damages calculation).

15 23. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
16 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
17 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
18 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation of
19 one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-
20 82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012) ("There is
21 no authority that "would permit double recovery of essentially the same penalties.")

22 24. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
23 "a court may award a lesser amount than the maximum civil penalty amount specified by this part if,
24 based on the facts and circumstances of the particular case, to do otherwise would result in an award
25 that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal.
26 App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis
27 added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty
28 reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the

1 fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98%
2 reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No.
3 BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC
4 Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In
5 departing from the \$100/pay period calculation to arrive at the \$190,000.00 Gross Settlement
6 Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the
7 Court may reduce any eventual recovery at its discretion, including Defendants' defenses to the
8 claims and the potential manageability issues with PAGA claims at trial. Based on those
9 considerations, Plaintiff applied a discount of 70% to the maximum potential exposure (which
10 equates to \$30 penalty per pay period) to get a realistic potential exposure of \$197,460.00 (6,582 pay
11 periods x \$30 penalty per pay period).

12 25. The Gross Settlement Amount of \$190,000.00 is 96% of the realistic potential exposure
13 of \$197,460.00. In addition, under the amended PAGA statute, which applies to this action, penalties
14 are capped at 15%, if the employer has taken reasonable steps to comply with the Labor Code before
15 receiving a PAGA notice, and 30%, if reasonable steps are taken after receiving a PAGA notice.
16 Labor Code § 2699(g)(1), (h)(1). PAGA Counsel submits that this is an excellent result for the State
17 and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and
18 delays posed by further litigation.

19 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

20 26. PAGA Counsel is requesting an award of PAGA Counsel Fees Payment in the amount
21 of **\$63,333.33** and a PAGA Counsel Litigation Expenses Payment of **\$22,162.66** for litigation costs
22 incurred, which is less than the allocated amount of \$25,000.00 in the Settlement Agreement. D.Law,
23 Inc.'s cost log for this matter is attached hereto as **Exhibit 4**. The lion's share of these costs were
24 incurred in connection with mediation, and the others listed were all reasonably incurred and
25 necessary to the prosecution of this Action.

26 27. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
27 substantial work they have put into this case and the risk they assumed by taking it in the first place.
28 The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that

1 they have already done and for all the work they will continue to do in carrying out and overseeing
2 the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding
3 their claims, and assisting in the administration of the Settlement if it is approved.

4 28. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
5 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
6 Counsel have yet to receive any compensation for the amount of time and money invested in the case
7 to date.

8 29. Contingent-fee cases present the very real risk of working hundreds if not thousands of
9 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
10 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
11 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
12 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
13 than a potential that never materializes. First, you must win the case to get a court-awarded fee; even
14 those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are
15 always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the
16 client may accept without ensuring that we receive a reasonable fee or changes in the law that
17 substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is
18 the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket
19 expenses. If that money were to be invested in some sort of financial investment, one would expect
20 a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our
21 money, and then only if we are substantially successful; if we are not, all or part of this "investment"
22 can be lost.

23 30. PAGA Counsel is well acquainted with the contingent fee market throughout California,
24 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
25 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
26 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
27 certain scenarios that exceed one-third of the recovery. Plaintiff here signed a retainer agreement
28 indicating that PAGA Counsel could receive a fee under certain scenarios that exceed one-third of

1 the recovery, as much as 40%. PAGA Counsel's recent attorneys' fees awards in similar wage-and-
2 hour class and PAGA actions have been one-third of the recovery.

3 31. Plaintiff's counsel in contingency-fee cases typically receive attorneys' fees equal to or
4 greater than one-third of the gross settlement amount. *See* Crandall v. U-Haul (Los Angeles County
5 Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request
6 in an overtime-exemption class action; in Bushnell v. Cremer, Inc. (Orange County Super. Ct., Case
7 No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%;
8 in Abzug v. Kerkorian CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable
9 R. William Schoettler awarded a 45% fee; in Haitz v. Meyer, et al., Alameda County Super. Court,
10 8-20-1990 No. 572968-3, the court awarded a 40% fee; in Elliott v. Clothestime (Orange County
11 Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-
12 and-hour class action which had not yet proceeded to the class certification stage; in both Rippee v.
13 Boston Market Corporation, Case No.: 05 CV 1359 BTM (JMA) and Barile v. Boston Market
14 Corporation, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded
15 a 40% fee to Plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-
16 certification stage.

17 **The Lodestar Method**

18 32. Further, PAGA Counsel's lodestar calculation supports the requested attorneys' fees.
19 The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
20 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
21 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
22 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
23 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
24 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1)
25 the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent
26 to which the nature of the litigation precluded other employment by the attorneys, and (4) the
27 contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
28 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

33. PAGA Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, PAGA Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix attached hereto as **Exhibit 5**.

34. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and PAGA Counsel exhibited skill and creativity in prosecuting and presenting them.

35. PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, Plaintiff's personnel file, relevant policies, and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendants at the mediation, engaged in meet and confer efforts with Defendants, drafted and revised the Memorandum of Understanding and the Settlement Agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least **138.6** hours of attorney time in this matter. To provide the Court with an overview of the work done by PAGA Counsel in this case, PAGA Counsel's contemporaneous time records substantiating the 138.6 hours worked is attached hereto as **Exhibit 6**.

36. I have invested at least 10.4 hours for a total of \$10,868.00 in attorneys' fees (\$1,045/hr x 10.4 hours = \$10,868.00). Senior Attorney Roman Shkodnik invested approximately 21.0 hours for a total of \$21,945.00 (\$1,045/hr x 21.0 hours = \$21,945.00). Associate Attorney Mason Doidge invested approximately 65.6 hours for a total of \$31,160.00 in attorneys' fees (\$475/hr x 65.6 hours = \$31,160.00). Associate Attorney Arianna N. Razi invested approximately 41.6 hours for a total of \$19,760.00 in attorneys' fees (\$475/hr x 41.6 hours = \$19,760.00). Therefore, PAGA Counsel has collectively incurred 138.6 hours and \$83,733.00 in fees.

37. The below table summarizes PAGA Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	Total Hours	Total Billables	Costs
Enoch Kim	10.4	\$10,868.00	\$22,162.66

(D.LAW)			
Roman Shkodnik (D.LAW)	21.0	\$21,945.00	
Mason Doidge (D.LAW)	65.6	\$31,160.00	
Arianna N. Razi (D.LAW)	41.6	\$19,760.00	
Total:	138.6	\$83,733.00	\$22,162.66

38. In light of the foregoing, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested PAGA Counsel Fees Payment award in the amount of one-third of the Gross Settlement Amount, or \$63,333.33.

39. Multiplying the total hours billed by PAGA Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$83,733.00, which is more than the \$63,333.33 in attorneys' fees PAGA Counsel are requesting, resulting in a negative multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it "suggests the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel."].) As such, PAGA Counsel respectfully request the Court grant their request for \$63,333.33 in attorneys' fees.

EXPERIENCE AND VIEWS OF COUNSEL

40. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as Plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

41. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions

1 with the same or similar causes of actions brought forth in the matter pending before this Court.

2 42. D.Law has litigated and successfully resolved many wage and hour class action cases
3 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
4 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
5 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
6 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
7 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
8 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
9 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
10 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
11 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
12 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
13 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
14 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
15 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al.
16 (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time
17 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
18 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis
19 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.
20 Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3
21 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk
22 Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont
23 Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises,
24 Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404),
25 Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of
26 California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior
27 Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc.
28 (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc.

(Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

43. I am Senior Counsel at D.Law, Inc. where I manage the class action and PAGA settlement department. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience

1 coming from the plaintiff's side. My current billing rate is \$1,045.00 (18 years out of law school,
2 Laffey Matrix rate of \$1,019.00).

3 44. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for
4 Plaintiff. He received his Bachelor of Arts in history and political science from the University of
5 California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in
6 May of 2011. Upon graduating from law school, he has exclusively focused his practice on
7 representing employees including in wage-and-hour class actions. During his career, he has
8 represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel
9 (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained
10 six and seven figure settlements against a range of defendants, including Fortune 500 companies.
11 These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay
12 minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely
13 wages - similar to claims at issue in the present matter. He is experienced and qualified to evaluate
14 the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate
15 the viability of the defenses. Attorney Roman Shkodnik's current billing rate is \$1,045.00 (15 years
16 out of law school, Laffey Matrix rate of \$1,019.00).

17 45. Attorney Mason Doidge received his bachelor's degree from Eastern Washington
18 University in March 2019, and from University of California, Irvine School of Law in May 2023.
19 He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively in
20 the area of employment law and has been involved in numerous cases in all aspects from pre-filing
21 through settlement, including California and Federal wage and hour class actions. Attorney Mason
22 Doidge's current billing rate is \$475.00 (3 years out of law school, Laffey Matrix rate of \$508.00).

23 46. Attorney Arianna Razi received her bachelor's degree from the University of California,
24 Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles in 2024. Since
25 starting her professional career, she has focused on plaintiff's side employment law and has been
26 appointed as class and PAGA counsel in other wage and hour settlements in California state court.
27 Attorney Arianna Razi's current billing rate is \$475.00 (2 years out of law school, Laffey Matrix rate
28 of \$508.00).

1 47. The collective experience of the D.Law attorneys in litigating employment wage and
2 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of
3 a case, and generally negotiating fair and reasonable class and representative action settlements. This
4 experience is helpful in assessing the reasonableness of settlements such as the one at issue here.

5 48. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
6 and are adequate to represent the proposed Aggrieved Employees in the instant action.

7 **PLAINTIFF'S SERVICE AS PAGA REPRESENTATIVE**

8 49. Plaintiff served the interests of the Aggrieved Employees and the State well by
9 performing considerable services on behalf of those similarly aggrieved since he first searched for
10 an attorney, collected and gathered the requested documents and information, met with his attorneys,
11 and made himself available every time PAGA Counsel called about Defendants' policies and
12 procedures produced in informal discovery, discussed during conversations with opposing counsel,
13 or raised in pleadings filed in this matter. Plaintiff continued to be engaged in settlement negotiations
14 that were ultimately required to reach a settlement in this case and remains committed to ensuring
15 the approval and administration of the Settlement. Further, Plaintiff does not have any interests that
16 are adverse to those of the Aggrieved Employees.

17 50. Plaintiff's Service Payment request of \$5,000.00 is only approximately 2.63% of the
18 Gross Settlement Amount of \$190,000.00. Plaintiff's initiative and efforts as the PAGA
19 Representative have conferred a significant benefit to Aggrieved Employees and the State. In light
20 of the foregoing, PAGA Counsel believes the Service Payment in the amount of \$5,000.00 to Plaintiff
21 is fair and reasonable.

22 **SETTLEMENT ADMINISTRATION AND NOTICE**

23 51. The Parties agreed to use Apex as the third-party settlement administrator in this case.
24 Apex will be responsible for updating Aggrieved Employees' addresses, mailing the Notice of
25 Settlement and Approval, and calculating and distributing the settlement checks, among other duties.
26 Apex capped its fees at \$5,490.00 for administering the Settlement and based on PAGA Counsel's
27 experience in other class and PAGA settlements, Apex's costs for administering this Settlement are
28 fair and reasonable.

52. The Administrator will mail the Individual PAGA Payment along with the Notice of Settlement and Approval providing notice of the Settlement and release of claims to Aggrieved Employees. The Notice of Settlement and Approval includes, among other things, an explanation of PAGA, a description of the allegations in the Action, and the scope of released claims.

SUMMARY

53. The Settlement was reached as a result of arm's-length negotiations and have been, at all times, adversarial and non-collusive in nature. The Parties recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' compelling defenses thereto, and the difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiff and PAGA Counsel have determined that the Settlement set forth in the Settlement Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

54. On May 1, 2026, my office submitted the proposed Settlement and the Motion to the LWDA. Attached hereto as **Exhibit 7** is a true and correct copy of the confirmatory email my office received from the LWDA after the submission of the Settlement.

55. I am not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

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

Executed this 1st day of May 2026, at Pasadena, California.

4/2

Enoch J. Kim

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Kevin Turner (“Plaintiff”) and Defendants ODS Technologies, LP and FanDuel Inc., erroneously sued as “Fanduel,” (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants and FanDuel Group, Inc., erroneously sued as “FanDuel Group,” captioned *Kevin Turner, on behalf of himself and others similarly situated v. ODS Technologies, LP* and initiated on December 2, 2024 and pending in the Superior Court of the State of California, County of Los Angeles, Case No. Case No. 24STCV31540.

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

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

1.4 “Aggrieved Employee” means all current and former non-exempt employees of Defendants who worked in the State of California during the PAGA Period.

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

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

1.7 “Aggrieved Employees’ Notice” shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees’ Notice shall further contain (i) the Aggrieved Employee’s first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee’s number of individual PAGA Pay Periods worked for Defendants, and (v) the amount of the Aggrieved Employee’s Individual PAGA Payment.

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

1.9 “Defendants” means named Defendants ODS Technologies, LP and FanDuel Inc., erroneously sued as “Fanduel.”

1.10 “Defense Counsel” means Michael Kopp and Jeffrey A. Nordlander of Seyfarth Shaw LLP.

1.11 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment approving the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) when the period for filing any appeal regarding the Settlement has elapsed (i.e., 60 days after the Court enters Judgment); or (ii) if an appeal is filed, when the appeal is finally and conclusively resolved with no right to pursue additional remedies or relief.

1.12 “Gross Settlement Amount” means \$190,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 4.3 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Service Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (m).

1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

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

1.18 “PAGA Counsel” means David Yeremian, Roman Shkodnik, Mason Doidge, Enoch J. Kim, and Arianna Razi of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees in an amount up to one-third of the Gross Settlement Amount (\$63,333.33) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

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

1.21 “PAGA Period” means the period from December 3, 2023 through November 20, 2025.

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

1.23 “PAGA Notice” means Plaintiff’s December 2, 2024 letter to Defendants and the LWDA and Plaintiff’s amended letter to Defendants and the LWDA filed as a condition of this Agreement, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.25 “Plaintiff” means Kevin Turner, the named plaintiff in the Action.

1.26 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.27 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28 “Released Parties” means Defendants and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, including but not limited to FanDuel Group, Inc., professional employment organization, human resource or payroll providers and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.30 “Service Payment” means a reasonable service award in the amount of \$5,000.00, for Plaintiff’s service as the PAGA representative and in exchange for a general release of Plaintiff’s individual Labor Code wage-and-hour claims, subject to court approval.

2. RECITALS.

2.1 On December 2, 2024, Plaintiff commenced this Action by filing a Complaint against Defendants and Defendant FanDuel Group, Inc. alleging class action claims for alleged wage-and-hour violations. On February 5, 2025, Plaintiff filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA (“Operative Complaint”). The Parties agreed that Plaintiff would dismiss his class action claims without prejudice because he was subject to an arbitration agreement with a class action waiver.

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

2.3 On August 20, 2025, the Parties participated in an all-day mediation presided over by the Hon. Brian Walsh (Ret.) which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records for the Aggrieved Employees and relevant policy documents and communications regarding Defendants' wage-and-hour practices.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants' promise to pay One Hundred and Ninety Thousand Dollars and Zero Cents (\$190,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Sixty Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$63,333.33), and PAGA Counsel Litigation Expenses Payment for reimbursement of actual litigation expenses incurred, which is currently estimated not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and FanDuel Group, Inc. harmless, and indemnifies Defendants and FanDuel Group, Inc., from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,490.00 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than \$5,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties with 65% of allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

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

3.2.4 To Plaintiff: A Service Payment of up to \$5,000 as a reasonable service award and in exchange for a general release of Plaintiff's individual Labor Code claims.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are a total 6,582 of PAGA Pay Periods between December 3, 2023 to August 20, 2025. If the total number of pay periods for this same time period (December 3, 2023 to August 20, 2025) exceeds this total by 10% or more (e.g., 7,240.2), Defendants will have the option to either: (1) end the PAGA Period on the date the number of pay periods reaches 10% more than 6,582, or (2) elect to have the Gross Settlement Amount increase proportionately for each additional pay period over 10% more than 6,582. If the second option is selected, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of Attorneys' Fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Prior to the hearing on the motion for approval of this Settlement, the Administrator shall confirm whether this escalator provision has been triggered, and if so, Defendant's selection under this escalator provision.

4.2 Aggrieved Employee Data. Within 30 days of the execution of this agreement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment.

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

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

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

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

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

5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, as well any wage-and-hour claims that arose in connection with his alleged employment with Defendants or any Released Parties ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be

true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for penalties, fees, costs, or any other relief of any kind under the Private Attorneys General Act, 2698 - 2699, et seq., that were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative Complaint in the Action and the PAGA Notice, the same statutes, or based on the same primary rights, irrespective of the theory of recovery alleged, whether or not alleged in the Complaint. This release of claims for PAGA penalties, costs, fees or any other relief, includes known and unknown PAGA claims arising under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act, Covid Supplemental Paid Sick Leave), 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq., including PAGA violations alleged for failure to pay for all hours worked including minimum wage and overtime, reporting time violations, any violation of meal or rest period and premium payment rights, failure to timely pay wages including during employment and at separation, failure to provide accurate wage statements or keep payroll records, failure to pay all sick, COVID, and vacation pay, and failure to perform or tender any rate of pay adjustment to any type of wage, benefit, or other payment whatsoever, or failure to reimburse business expenses ("Released PAGA Claims"). The Released PAGA Claims are limited to those claims arising during the PAGA Period.

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

6.1 Plaintiff's Responsibilities. Plaintiff and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) file an amended PAGA Notice and Second Amended Complaint including all facts and claims necessary to effectuate the release contemplated by this Agreement, including, but necessarily limited to, a claim for alleged meal period violations; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a) and amended PAGA Notice), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iii) a fully executed copy of this Agreement.

6.2 Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

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

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and

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

9. ADDITIONAL PROVISIONS.

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

9.2 Dismissal of Defendant FanDuel Group, Inc. Defendants will provide Plaintiff a declaration establishing that FanDuel Group, Inc. (erroneously sued as "FanDuel Group") did not employ any persons in California during the PAGA period. Upon receipt of the declaration, Plaintiff will dismiss Defendant FanDuel Group, Inc. (erroneously sued as "FanDuel Group") from the Action.

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

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

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

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

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

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

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

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

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

9.12 No Publicity Regarding The Settlement. Neither Plaintiff nor his counsel shall publicize or communicate the fact or terms of the settlement on any social media, any internet site, print media, or marketing/advertising materials. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

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

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

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

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

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

To Plaintiff: **D.Law, Inc.**
Roman Shkodnik
r.shkodnik@d.law
Mason Doidge
m.doidge@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendants: Michael Kopp
SEYFARTH SHAW LLP
400 Capitol Mall Suite 2350
Sacramento, CA 95814
Telephone: (916) 448-0159

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

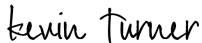
9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the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

SIGNATURES

The Parties hereby agree to be bound by the terms of this Agreement.

PLAINTIFF KEVIN TURNER

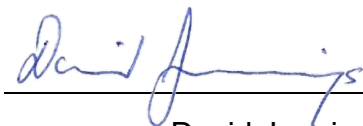
DocuSigned by:



A6CE8AA933B3463...

Date: 2/19/2026

DEFENDANTS ODS TECHNOLOGIES, LP and FANDUEL INC.



Name: David Jennings

Title: Chief Financial Officer

Date: 03/25/2026

Approved as to form and content:

Date: 3/30/2026

SEYFARTH SHAW LLP



Michael Kopp
Jeffrey A. Nordlander
Attorneys for Defendants ODS
Technologies, LP and FanDuel Inc.

Date: 2/19/2026

D.LAW, INC.



Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff Kevin Turner

EXHIBIT A

NOTICE OF SETTLEMENT AND APPROVAL

<<Mailing Date>>

[APEX LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from Los Angeles County Superior Court Case No. 24STCV31540

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Kevin Turner v. ODS Technologies, LP, et al.*, Los Angeles Superior Court Case No. 24STCV31540 (the “Action”). The court approved the settlement on _____, 2026.

Apex Class Action Administration is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against ODS Technologies, LP dba: TVG Network and FanDuel Inc. (“Defendants”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* (“PAGA”). The claims were brought on behalf of the State of California and all current and former non-exempt employees of Defendants who worked in the State of California during the PAGA Period (December 3, 2023 through November 20, 2025). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Defendants during the PAGA Period.

The Plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants denied doing anything wrong and denied owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. The Court has made no ruling on the merits of the Plaintiff’s claims and has determined only that the settlement for the penalties of the PAGA claims is appropriate under California law.

Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the aggrieved employee worked for Defendants during the PAGA Period. Based on Defendants’ records **your Individual PAGA Payment is \$** _____. This is based on Defendants’ records showing that **you worked** _____ **PAGA Pay Periods** during the PAGA Period

The enclosed check represents your portion of the penalties allocated to the employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the administrator, the parties, or the Court.

If you have questions, please contact Apex Class Action Administration at _____ [phone number].

Do not call or write to the Court or Office of the Clerk to ask questions about the settlement.

EXHIBIT 2

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ODS Technologies LP dba TVG Network
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045
Certified Mail Tracking Number: 9414 8112 0620 5579 3599 31

ODS Technologies LP dba TVG Network
360 Interlocken Blvd. 2nd Floor
Broomfield, CO 80021
Certified Mail Tracking Number: 9414 8112 0620 5579 3516 90

CSC - Lawyers Incorporating Service,
Agent for Service of Process for ODS Technologies LP dba TVG Network
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 5579 3670 97

TriNet HR III, Inc.
1 Park Place, Suite 600
Dublin, CA 94568
Certified Mail Tracking Number: 9414 8112 0620 5579 3827 79

CSC - Lawyers Incorporating Service, Agent for Service
TriNet HR III, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 5579 3058 08

Trinet
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045
Certified Mail Tracking Number: 9414 8112 0620 5579 3069 11

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FanDuel Group
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045
Certified Mail Tracking Number: 9414 8112 0620 5579 2359 76

FanDuel
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045
Certified Mail Tracking Number: 9414 8112 0620 5579 2370 62

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Turner v. ODS Technologies LP dba TVG Network, et al.***

Gentlepersons:

This office represents Plaintiff Kevin Turner (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, ODS Technologies LP DBA : TVG Network; TriNet HR III, Inc.; trinet; FanDuel Group; FANDUEL; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts



Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by logging into computers, connecting to the company systems, and getting organized in order to take over duties at the precise moment their shift starts. Moreover, Defendants required Employees to use their personal cell phones to respond to work demands outside of scheduled work hours, and Employees were not compensated for this time. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants also used a time-keeping system that allowed Aggrieved Employees to keep track of the hours they worked. However, instead of having Aggrieved Employees record the times they actually started and stopped working, Defendants had a uniform policy and practice of rounding all time entries to rather than paying Aggrieved Employees for all hours and minutes they actually worked. This practice of rounding all time entries was generally done to the detriment of Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms



of remuneration in the regular rate of pay from which sick pay and vacation pay were calculated and paid.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Plaintiff and Aggrieved Employees were required to work through their rest breaks which they were continuously denied. What rest breaks were taken were on-duty due to Defendants' policy and practice of interrupting rest breaks with work demands. Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants, including but not limited to personal cell phone usage, home internet for employees who work from home, and printer paper and ink, all of which were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided rest breaks, and total hours worked due to rounding as discussed above. Furthermore, the wage statements given to Aggrieved Employees failed to accurately specify the address of the employer as required under the law as the wage statements provided to Aggrieved Employees include an address that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register their with the California Secretary of State's Office.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by



Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.



Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked, including as alleged above in connection with rounding of timekeeping entries, and working “pre-shift” without compensation by logging into computers, connecting to the company systems, and getting organized in order to take over duties at the precise moment their shift starts. Moreover, Aggrieved Employees were not paid for the time that they spent answering work-related phone calls and texts while off-the-clock. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees. In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time discussed above—including the time they worked “pre-shift” without compensation by logging into computers, connecting to the company systems, and getting organized in order to take over duties at the precise moment their shift starts, and being required to respond to work-related phone calls and texts received while off-the-clock—caused



Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. This unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Aggrieved Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,



2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations or failed to provide rest breaks altogether. What rest breaks were provided were not duty-free due to Defendants' policy and practice of interrupting rest breaks with work demands. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 et seq. and 246



California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1). Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.*, 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including but not limited to personal cell phone usage, home internet for employees who work from home, and printer paper and ink, all of which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants'



violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, premium pay for deficiently provided rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping entries. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. The wage statements given to Aggrieved Employees, by Defendants, failed to include the requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. Furthermore, the wage statements given to Aggrieved Employees failed to accurately specify the address of the employer as required under the law as the wage statements provided to Aggrieved Employees include an address that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register their with the California Secretary of State's Office.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law,



subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants’ systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants’ uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*



Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Rest Period Claims: For failure to permit Plaintiff and the Aggrieved Employees to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty



dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days: For Defendants’ failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Vacation Wages: For Defendants’ failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against ODS Technologies LP DBA : TVG Network, TriNet HR III, Inc., trinet, FanDuel Group,



FANDUEL, and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC



Roman Shkodnik

r.shkodnik@d.law

Mason Doidge

m.doidge@d.law

Cc: ODS Technologies LP DBA : TVG Network, TriNet HR III, Inc., Trinet, FanDuel Group, FANDUEL

EXHIBIT 3

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ODS Technologies, LP dba TVG Network
c/o Michael W. Kopp (SBN 208395)
mkopp@seyfarth.com
Jeffrey A. Nordlander (SBN 308929)
jnordlander@seyfarth.com
400 Capitol Mall, Suite 2300
Sacramento, California 95814-4428
Certified Mail Tracking Number: 9407 1111 0549 5819 9054 90

FanDuel Inc.
c/o Michael W. Kopp (SBN 208395)
mkopp@seyfarth.com
Jeffrey A. Nordlander (SBN 308929)
jnordlander@seyfarth.com
400 Capitol Mall, Suite 2300
Sacramento, California 95814-4428
Certified Mail Tracking Number: 94071111 0549 5819 9027 10

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
Turner v. ODS Technologies LP dba TVG Network, et al.
LWDA Case No.: 1064545-24**

Gentlepersons:

This office represents Plaintiff Kevin Turner (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, ODS Technologies, LP DBA : TVG Network; FANDUEL INC.; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked "pre-shift" without compensation by logging into computers, connecting to the company systems, and getting organized in order to take over duties at the precise moment their shift starts. Moreover, Defendants required Employees to use their personal cell phones to respond to work demands outside of scheduled work hours, and Employees were not compensated for this time. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants also used a time-keeping system that allowed Aggrieved Employees to keep track of the hours they worked. However, instead of having Aggrieved Employees record the times they actually started and stopped working, Defendants had a uniform policy and practice of rounding all time entries to rather than paying Aggrieved Employees for all hours and minutes they actually worked. This practice of rounding all time entries was generally done to the detriment of Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.



Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay and vacation pay were calculated and paid.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Plaintiff and Aggrieved Employees did take, were consistently less than 30 minutes, taken well after their fifth consecutive hour of work, and were on-duty due to understaffing and Employees having to respond to work demands while on meal breaks, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Plaintiff and Aggrieved Employees were required to work through their rest breaks which they were continuously denied. What rest breaks were taken were on duty due to Defendants' policy and practice of interrupting rest breaks with work demands. Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants, including but not limited to personal cell phone usage, home internet for employees who work from home,



and printer paper and ink, all of which were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided rest breaks, and total hours worked due to rounding as discussed above. Furthermore, the wage statements given to Aggrieved Employees failed to accurately specify the address of the employer as required under the law as the wage statements provided to Aggrieved Employees include an address that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register their with the California Secretary of State's Office.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs



2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked, including as alleged above in connection with rounding of timekeeping entries, and working “pre-shift” without compensation by logging into computers, connecting to the company systems, and getting organized in order to take over duties at the precise moment their shift starts. Moreover, Aggrieved Employees were not paid for the time that they spent answering work-related phone calls and texts while off-the-clock. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees. In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees



further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time discussed above—including the time they worked “pre-shift” without compensation by logging into computers, connecting to the company systems, and getting organized in order to take over duties at the precise moment their shift starts, and being required to respond to work-related phone calls and texts received while off-the-clock—caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of



eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. This unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Aggrieved Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with meal periods late and well after the fifth hour of work, could not be relieved to take their meal periods, or were required to remain on-duty at all times and were unable to take off-duty meal periods or were otherwise not provided with the opportunity to take required meal periods.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendants' control due to the store being understaffed and Employees having to assist customers during meal periods, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved



Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations or failed to provide rest breaks altogether. What rest breaks were provided were not duty-free due to Defendants’ policy and practice of interrupting rest breaks with work demands. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558,



including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l). Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.*, 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including but not limited to personal cell phone usage, home internet for employees who work from home, and printer paper and ink, all of which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse



those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, premium pay for deficiently provided rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping entries. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. The wage statements given to Aggrieved Employees, by Defendants, failed to include the requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. Furthermore, the wage statements given to Aggrieved Employees failed to accurately specify the address of the employer as required under the law as the wage statements provided to Aggrieved Employees include an address that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register their with the California Secretary of State's Office.



In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.



In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of



their termination or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under



Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199,



2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against ODS Technologies, LP DBA : TVG Network, and FANDUEL INC., and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.

Roman Shkodnik
r.shkodnik@d.law
Mason Doidge
m.doidge@d.law

Cc: ODS Technologies, LP DBA : TVG Network and FANDUEL INC.

EXHIBIT 4

Turner v. ODS Technologies LP dba: TVG Network

Litigation Costs

Service Date	Details	Provider	Amount
12/2/24	PAGA Letter	LWDA	\$ 75.00
12/2/24	Summons & Complaint	Rapid Legal	\$ 1,495.30
12/2/24	PAGA Letter Postage	USPS	\$ 84.96
12/10/24	Process of Service - Fanduel Group	Rapid Legal	\$ 81.37
12/10/24	Process of Service - Fanduel	Rapid Legal	\$ 81.37
12/10/24	Process of Service - Trinet	Rapid Legal	\$ 81.37
12/11/24	Notice of Unavailability	Rapid Legal	\$ 17.25
12/11/24	Process of Service - Trinet HR III, Inc	Rapid Legal	\$ 55.62
12/11/24	Process of Service - ODS Technologies LP dba TVG Network	Rapid Legal	\$ 55.62
12/12/24	POS of Summons - Fanduel	Rapid Legal	\$ 17.25
12/12/24	POS of Summons - Trinet	Rapid Legal	\$ 17.25
12/16/24	POS of Summons - Fanduel Group	Rapid Legal	\$ 17.25
12/17/24	POS of Summons - ODS Technologies LP dba TVG Network	Rapid Legal	\$ 17.25
12/17/24	POS of Summons - Trinet HR III, Inc	Rapid Legal	\$ 17.25
1/8/25	Notice of Continued Initial Status Conference	Rapid Legal	\$ 17.25
2/6/25	First Amended Complaint	Rapid Legal	\$ 17.25
2/10/25	Request for Dismissal; Declaration in Support of & Order; Proof of Service	Rapid Legal	\$ 17.25
2/18/25	Joint Initial Status Conference Statement (2.24.25)	Rapid Legal	\$ 17.25
2/25/25	Notice of Court Minute Order & Continued Status Conference (5.29.25)	Rapid Legal	\$ 17.25
3/5/25	System Access Fee (3.5.25)	Case Anywhere LLC	\$ 91.00
3/13/25	Process of Service of FAC - Fanduel Group	Rapid Legal	\$ 25.75
3/13/25	Process of Service of FAC - Fanduel	Rapid Legal	\$ 87.55
4/4/25	System Access Fee (4.4.25)	Case Anywhere LLC	\$ 49.00
5/2/25	System Access Fee (5.2.25)	Case Anywhere LLC	\$ 49.00
5/22/25	Joint Initial Status Conference Statement (5.29.25)	Rapid Legal	\$ 17.34
6/2/25	System Access Fee (6.2.25)	Case Anywhere LLC	\$ 55.00
7/1/25	System Access Fee (7.1.25)	Case Anywhere LLC	\$ 49.00
7/7/25	Notice of Continued Initial Status Conference (10.7.25)	Rapid Legal	\$ 17.34
7/10/25	Mediation Fee	JAMS, Inc.	\$ 9,500.00
8/4/25	System Access Fee (8.4.25)	Case Anywhere LLC	\$ 55.00
9/2/25	System Access Fee (9.2.25)	Case Anywhere LLC	\$ 49.00
9/3/25	Mediation Expert Analysis	Berger Consulting Group	\$ 5,490.00
9/4/25	Additional Mediation Time	JAMS, Inc.	\$ 3,122.10
10/1/25	Joint Status Conference Statement (10.7.25)	Rapid Legal	\$ 17.34
10/8/25	Notice of Minute Order Setting Non-Appearance Case Review	Rapid Legal	\$ 17.34
11/3/25	System Access Fee	Case Anywhere LLC	\$ 55.00
12/1/25	System Access Fee	Case Anywhere LLC	\$ 49.00
2/4/26	Expert Declaration ISO Approval of Settlement	Berger Consulting Group	\$ 712.50
3/11/26	Notice of Change of Address & Handling Attorney	Rapid Legal	\$ 17.34
3/18/26	Request for Dismissal of Class Claims and Defendant	Rapid Legal	\$ 17.34
4/14/26	Stipulation for Leave to File SAC	Rapid Legal	\$ 37.34
4/28/26	Second Amended Complaint	Rapid Legal	\$ 17.34
5/1/26	Motion for Approval of PAGA Settlement	Rapid Legal	\$ 80.00
FUTURE	Notice of Entry of Order	Rapid Legal	\$ 17.34
FUTURE	Declaration of Admin Re Final Disbursement	Rapid Legal	\$ 17.34
FUTURE	Final Case Access	Case Anywhere LLC	\$ 250.00
Total			\$ 22,162.66

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Row Labels	Sum of Billable Time
Mason Doidge	65.6
Arianna Razi	41.6
Roman Shkodnik	21.0
Enoch Kim	10.4
Grand Total	138.6

Attorney	Total Time	Rate	Total Billable Amount
Mason Doidge	65.6	\$ 475.00	\$ 31,160.00
Arianna Razi	41.6	\$ 475.00	\$ 19,760.00
Roman Shkodnik	21	\$ 1,045.00	\$ 21,945.00
Enoch Kim	10.4	\$ 1,045.00	\$ 10,868.00
Total	138.6		\$ 83,733.00

Grand Total	Total Time		Total Billable Amount
Attorneys	138.6		\$ 83,733.00
Total	138.6		\$ 83,733.00

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
208629	Turner v. ODS Technologies LP dba: TVG Netwo	11/19/24	1.9	Mason Doigide	Drafting complaint and complaint research documents (potential defendants, venue, COAs)
208629	Turner v. ODS Technologies LP dba: TVG Netwo	11/20/24	2.2	Mason Doigide	Drafting complaint
208629	Turner v. ODS Technologies LP dba: TVG Netwo	11/20/24	0.5	Mason Doigide	Spoke to client on the phone
208629	Turner v. ODS Technologies LP dba: TVG Netwo	11/20/24	0.5	Mason Doigide	Drafting/revising complaint and LWDA letter
208629	Turner v. ODS Technologies LP dba: TVG Netwo	11/21/24	3.8	Mason Doigide	Drafting/revising complaint and LWDA letter; once finished, saved to dropbox and let Roman know the task is ready for him to review.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	11/27/24	5.0	Roman Shkodnik	review complaint and LWDA letter
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/6/24	0.1	Mason Doigide	Drafted notice of unavailability
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/7/25	0.1	Mason Doigide	Reviewing court's order continuing ISC; calendared new dates and deadlines.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/14/25	0.1	Mason Doigide	Call with OC representing TriNet defendants; follow up on meet and confer letter
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/17/25	0.4	Mason Doigide	Reviewing declaration provided by OC, to be used ISO dismissing defendants TriNet; made revisions and sent to Roman for review
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/22/25	0.1	Mason Doigide	Phone call with client re named entities; gave updates re declaration from TriNet
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/22/25	0.2	Mason Doigide	Drafted dismissal authorization form
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/22/25	0.1	Mason Doigide	Sent dismissal authorization form to client via docusign
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/22/25	0.2	Mason Doigide	Drafted request for dismissal of trinet entities, declaration ISO dismissal, proposed order, saved to dropbox
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/27/25	1.1	Mason Doigide	Final review of RFD defendants, proposed order, declaration ISO dismissal, accepted changes, sent to OC requesting they make a change to paragraph 17 of their declaration ISO dismissal
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/29/25	0.2	Mason Doigide	Call with OC representing ODS
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/29/25	0.3	Mason Doigide	review request for dismissal
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/29/25	0.5	Roman Shkodnik	Call with OC representing TriNet
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/3/25	0.2	Mason Doigide	Drafting FAC, adding page
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/4/25	0.6	Mason Doigide	final review of documents for rfd of trinet defendants, date changes on rfd/declaration; tasked kat with filing
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/7/25	0.3	Mason Doigide	Analyzing arbitration agreement for enforcement, bases to oppose mtc arbitration; notes on arb agreement saved to dropbox.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/10/25	0.8	Mason Doigide	Call with client
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/10/25	0.2	Mason Doigide	Drafted joint ISC statement, sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/11/25	0.7	Mason Doigide	Reviewing OC's additions to ISC statement; no further changes needed; responded asking for permission to insert OC's e-signature; also provided availability for call next week
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/14/25	0.3	Mason Doigide	Call with OC to follow up on AA, discussing next steps
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/24/25	0.1	Mason Doigide	Appeared for ISC; wrote hearing memo after and sent to Roman and Kat
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/24/25	0.6	Mason Doigide	Reviewed and responded to OC's email
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/25/25	0.2	Mason Doigide	Downloaded and sent to OC order dismissing trinet defendants
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/27/25	0.1	Mason Doigide	Conferring with Roman and Kat re service of Def FANDEUL GROUP
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/6/25	0.2	Mason Doigide	Checking status of arbitration
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/19/25	0.1	Mason Doigide	Drafting informal discovery requests
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/2/25	0.5	Mason Doigide	Final review of informal discovery requests; sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/5/25	0.2	Mason Doigide	review informal discovery
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/5/25	0.5	Roman Shkodnik	Reviewed and revised stp drafted by OC; sent to Roman for review
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/20/25	0.4	Mason Doigide	Reviewed Roman's revisions on stipulation; made further revisions; sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/20/25	0.2	Mason Doigide	Drafted joint status conference statement, sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/21/25	0.5	Mason Doigide	Finalized joint status conference statement, tasked kat with filing
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/29/25	0.4	Mason Doigide	Appeared for CMC; wrote hearing memo after
208629	Turner v. ODS Technologies LP dba: TVG Netwo	6/6/25	0.1	Mason Doigide	Reviewing case status, adding neos checklist
208629	Turner v. ODS Technologies LP dba: TVG Netwo	6/17/25	0.1	Mason Doigide	Checked def's deadline to produce informal discovery, calendared
208629	Turner v. ODS Technologies LP dba: TVG Netwo	7/11/25	0.2	Mason Doigide	Looked at mediator's terms regarding cancellation, and set reminder for last day to cancel/continue without fees; set reminder to follow up about informal discovery
208629	Turner v. ODS Technologies LP dba: TVG Netwo	7/23/25	0.5	Mason Doigide	Downloaded production of records from Defendant; sent to expert with information about the case and our causes of action
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/12/25	4.7	Mason Doigide	Drafting mediation brief
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/13/25	3.7	Mason Doigide	Drafting/revising mediation brief; reviewing policies produced by Defendant; tried calling client to discuss mediation and facts of case, no answer, left voicemail
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/14/25	0.1	Mason Doigide	Tried calling client; no answer; left vm
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/15/25	0.1	Mason Doigide	Tried calling client; no answer; left vm; sent text
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/15/25	0.8	Mason Doigide	Conversation with client about facts of case; final review and revisions of mediation brief; sent to Roman for review
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/15/25	0.5	Mason Doigide	Finalized and submitted mediation brief
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/15/25	0.4	Mason Doigide	Pre-mediation call with mediator
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/15/25	2.0	Roman Shkodnik	review mediation brief
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/18/25	0.8	Mason Doigide	Redacting mediation brief; adobe redaction tool was not working properly, so this took longer than expected.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/18/25	0.6	Mason Doigide	Reviewing Def's mediation brief
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/20/25	11.2	Mason Doigide	Attended mediation; calls with client and working on MOU after agreement reached.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/21/25	1.2	Mason Doigide	Reviewed, finalized mediation notes; updated neos mediation tab; debriefed about the mediation with Roman and DY; called client to discuss MOU; once client signed MOU, downloaded and sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	8/20/25	9.0	Roman Shkodnik	attend mediation
208629	Turner v. ODS Technologies LP dba: TVG Netwo	9/29/25	0.6	Mason Doigide	Reviewing/revising settlement agreement
208629	Turner v. ODS Technologies LP dba: TVG Netwo	9/30/25	0.2	Mason Doigide	Final review of joint statement draft, minute order; sent draft to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	9/30/25	2.0	Roman Shkodnik	review individual settlement
208629	Turner v. ODS Technologies LP dba: TVG Netwo	10/7/25	1.9	Mason Doigide	Prepared and appeared for hearing; after the hearing, reviewed and revised settlement agreement, then sent to Roman for review
208629	Turner v. ODS Technologies LP dba: TVG Netwo	10/7/25	2.0	Roman Shkodnik	review settlement agreement
208629	Turner v. ODS Technologies LP dba: TVG Netwo	10/15/25	0.1	Mason Doigide	Took notes on status of case; discussed with Roman
208629	Turner v. ODS Technologies LP dba: TVG Netwo	10/17/25	0.3	Mason Doigide	Checked status of settlement; wrote status report for Enoch's team and sent to him and Arianna
208629	Turner v. ODS Technologies LP dba: TVG Netwo	10/30/25	0.1	Mason Doigide	Followed up with OC about status of settlement agreement
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/10/25	1.8	Arianna Razi	Review and revise individual settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/10/25	2.6	Arianna Razi	Review and revise long-form settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/11/25	0.1	Mason Doigide	Discussing status, next steps with settlement team
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/11/25	0.5	Arianna Razi	Draft proposed order dismissing class allegations and dismissing Defendant FanDuel Group, Inc. without prejudice.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/11/25	1.4	Arianna Razi	Draft my declaration in support of Plaintiff's request for dismissal of class allegations and Defendant FanDuel Group, Inc. without prejudice.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/11/25	1.0	Arianna Razi	Draft request for dismissal of plaintiff's class allegations and defendant FanDuel Group, Inc. without prejudice.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	12/16/25	0.1	Mason Doigide	Reviewing file, noting status and next court date for case review meeting with Roman

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/7/26	1.3	Mason Doidge	Reviewing edits on settlement agreements from settlement team; reviewing OC's edits on individual agreement; revising settlement agreements; updated settlement team of OC's edits and general status of settlement; followed up with OC about information needed to gather quotes from admins
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/6/26	0.7	Enoch Kim	Review and revise settlement agreement; confer with team re same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/7/26	0.5	Enoch Kim	Review defendant's revisions to settlement agreement and confer with team re same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/5/26	1.6	Enoch Kim	Review and revise PAGA settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/7/26	0.7	Arianna Razi	Review EK's revisions and defense counsel's revisions to individual settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/7/26	0.6	Arianna Razi	Review EK's revisions to PAGA settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/7/26	0.5	Arianna Razi	Review and revise settlement payment letter.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/23/26	0.5	Arianna Razi	Draft cover page for Gorlick declaration in support of motion for PAGA approval. Draft correspondence to Gorlick regarding the same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/23/26	1.6	Arianna Razi	Review and revise proposed order granting motion for PAGA approval.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/23/26	1.8	Arianna Razi	Draft aggrieved employees' notice.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/27/26	0.4	Mason Doidge	Reached out to administrators for quotes; discussed settlement draft issues with Roman; tried calling client and left vm
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/27/26	2.8	Arianna Razi	Draft EK's declaration in support of motion for PAGA approval.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/28/26	1.3	Arianna Razi	Continue drafting EK's declaration in support of motion for PAGA approval.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/28/26	2.9	Arianna Razi	Draft notice of motion and memorandum of points and authorities in support of motion for PAGA approval.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/29/26	0.2	Mason Doidge	Reviewing case status, updating Settlement Approval Status excel file
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/29/26	0.1	Mason Doidge	Tried calling client; left vm and sent text to follow up
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/30/26	0.5	Mason Doidge	Drafting stipulation to continue non-appearance
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/30/26	0.2	Mason Doidge	Reviewed stipulation with feedback from roman; sent to settlement team
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/30/26	0.2	Mason Doidge	Revising stipulation based on feedback from settlement team
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/30/26	0.2	Mason Doidge	Call with client to discuss case status, SA questions
208629	Turner v. ODS Technologies LP dba: TVG Netwo	1/30/26	0.3	Enoch Kim	Confer with team re joint report.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/2/26	0.4	Arianna Razi	Review Mason's revisions to individual settlement agreement and long-form settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/2/26	1.0	Mason Doidge	Revising long form, individual settlement agreements; revised stip to continue non-appearance hearing; updated settlement team; made further revisions based on their feedback
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/2/26	0.3	Mason Doidge	Organizing most up-to-date drafts of settlement agreements, notice letter, stipulation; drafting proposed order; sent all to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/3/26	0.6	Mason Doidge	Reviewing def's revisions to settlement agreements; discussed with settlement team
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/3/26	0.4	Arianna Razi	Review defendant's revisions to settlement agreements. Confer with EK and MD regarding how to proceed.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/5/26	0.1	Mason Doidge	Checking court portal to determine status following the NACR
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/5/26	0.7	Arianna Razi	Revised motion papers according to revisions to settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/5/26	0.6	Arianna Razi	Draft cover page for administrator's declaration. Draft correspondence to administrator regarding the same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/5/26	0.4	Arianna Razi	Confer with MD and EK regarding finalized settlement agreements.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/5/26	1.1	Mason Doidge	Confering with settlement team and making revisions to SA based on their advice; sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/5/26	0.7	Enoch Kim	Review revisions to settlement agreement; confer with team re same; review correspondence from defense counsel re settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/6/26	2.0	Mason Doidge	Drafting SAC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/6/26	1.7	Arianna Razi	Review second amended complaint.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/2/26	0.7	Enoch Kim	Review and revise settlement agreement; confer with team re same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/3/26	0.6	Enoch Kim	Review defendant's revisions to settlement agreement; confer with team re same and joint stipulation.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/19/26	1.5	Mason Doidge	Drafting amended LWDA letter, stipulation for leave to file SAC; proposed order; sent to settlement team. Reviewed order on stip to continue non-appearance hearing and court portal to determine status of OSC; discussed with settlement team
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/19/26	0.7	Mason Doidge	Call with client and prep for call re settlement agreements; then sent settlement agreements to client for signature via docuSign.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/19/26	1.4	Mason Doidge	Revised stipulation and proposed order based on settlement team's review. Discussed with settlement team. Downloaded signed copies of settlement agreements after client signed, and added my signature. Final review of stipulation and proposed order, amended complaint, amended paga notice; then sent to OC: the settlement agreements, amended PAGA notice, amended complaint, stipulation for leave to amend, and proposed order.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	2/19/26	0.7	Arianna Razi	Review amended LWDA letter, joint stipulation for leave to file second amended complaint, and proposed order.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/3/26	0.2	Mason Doidge	Discussing OSC with Roman; confirmed taken off calendar by reviewing minute order and checking court portal
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/16/26	0.4	Arianna Razi	Draft correspondence to defense counsel re: status of settlement agreement, amended complaint, amended PAGA letter, stipulation for leave to file amended complaint, and defendant's declaration.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/16/26	0.2	Arianna Razi	Review defendant's declaration re: Fanduel Group, Inc.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/16/26	0.6	Arianna Razi	Make corresponding revisions to request for dismissal documents based on defendant's declaration.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/16/26	0.8	Arianna Razi	Make additional revisions to all motion papers.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/17/26	0.6	Enoch Kim	Review request for dismissal of class claims and defendant.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/18/26	0.4	Arianna Razi	Finalize request for dismissal documents for filing.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/25/26	0.1	Mason Doidge	Check status; updated settlement tracker; notified Emil
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/26/26	0.3	Arianna Razi	Review email from opposing counsel re: signed agreements. Draft email to opposing counsel re: amended PAGA notice and joint stipulation for leave to file amended complaint.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/26/26	0.3	Arianna Razi	Review settlement payment form. Instruct Jonathan to send to client.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/26/26	0.3	Arianna Razi	Review employee payment form. Send comments to Jonathan.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/30/26	0.2	Arianna Razi	Draft email to opposing counsel re: signatures on settlement agreement.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/30/26	0.5	Arianna Razi	Review defendant's revisions to second amended complaint and amended PAGA letter.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/30/26	0.4	Arianna Razi	Confer with team re: correct naming of entities.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/30/26	0.8	Mason Doidge	Reviewing OC's changes to amended complaint and PAGA notice; discussing with Roman and settlement team
208629	Turner v. ODS Technologies LP dba: TVG Netwo	3/30/26	0.4	Arianna Razi	Draft email to administrator re: aggrieved employee data.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/1/26	1.0	Mason Doidge	Discussing stipulation for leave to file SAC; revising stipulation, drafting decl ISO; discussing drafts with Roman
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/1/26	0.7	Mason Doidge	Reviewing Roman's changes to stip and declaration; made further revisions; finalized; emailed to OC and followed up about issue regarding dismissal of defendant FANDUEL
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/6/26	0.2	Arianna Razi	Review correspondence from administrator re: aggrieved employee data.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/7/26	0.3	Arianna Razi	Review email from opposing counsel. Confer with team re: next steps.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/9/26	1.7	Mason Doidge	Revised amended complaint, stipulation for leave to file amended complaint, and declaration iso of dismissal; discussed my revisions with Roman; sent to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/9/26	0.5	Mason Doidge	Revised amended LWDA Letter; discussed with settlement team; sent amended LWDA Letter to OC
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/10/26	1.8	Arianna Razi	Revised motion for PAGA approval papers with updated costs and updated procedural history
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/13/26	0.8	Mason Doidge	Reviewing/revising/finalizing amended lwda letter, stipulation for leave to file SAC, declaration and draft SAC; sent to Anna for filing
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/13/26	0.5	Mason Doidge	Discussing filing with Anna, proposed order; reviewed past emails with OC regarding proposed order; reviewed and finalized proposed order, and sent to Anna for filing
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/20/26	0.1	Mason Doidge	Updated settlement tracker
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/27/26	0.3	Mason Doidge	Reviewed order granting stip for leave to file SAC; finalized SAC; sent to kat for filing
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/28/26	0.7	Arianna Razi	Review Enoch Kim's revisions to memorandum of points and authorities and proposed order. Make corresponding revisions to Enoch Kim's declaration and circulate motion papers to opposing counsel for their review.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/28/26	2.4	Enoch Kim	Review and revise preliminary approval motion documents; confer with AR re same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/29/26	0.3	Arianna Razi	Draft administrator's declaration cover page.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/29/26	0.1	Mason Doidge	Discussing costs with Anna and Roman

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/29/26	3.6	Arianna Razi	Review and revise motion papers with updated costs and plaintiff's service payment.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/29/26	1.2	Arianna Razi	Review and revise administrator's declaration in support of motion for PAGA approval.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/29/26	1.1	Arianna Razi	Draft plaintiff's declaration in support of motion for PAGA approval.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/29/26	0.8	Enoch Kim	Review and revise approval motion documents; confer with AR re same.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/30/26	0.4	Arianna Razi	Review and revise administrator's declaration.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	4/30/26	0.4	Arianna Razi	Draft email to opposing counsel re: review of motion papers and available hearing dates.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/1/26	1.5	Arianna Razi	Review attorney time records and incorporate lodestar information into motion papers.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/1/26	0.4	Arianna Razi	Finalize motion papers for filing.
208629	Turner v. ODS Technologies LP dba: TVG Netwo	5/1/26	1.5	Enoch Kim	Review and revise PAGA approval motion documents.

EXHIBIT 7