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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

ALMA CASTILLEJOS, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

BANC OF CALIFORNIA, a Corporation;
PACIFIC WESTERN BANK, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CVRI2501017

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

[Reservation ID: 938746899824]

Hearing Date: October 26, 2026
Hearing Time: 8:30 a.m.
Dept.: 1

Action Filed: February 27, 2025
Trial Date: Not Set

1 I, Sergio J. Puche, declare as follows:

2 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiff Alma Castillejos (“Plaintiff”). As such, I am fully familiar with the
4 facts, pleadings and history of this matter. I am submitting this declaration in support of the Plaintiff’s
5 Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could and would testify competently to the matters stated
7 herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Banc if California, (“Defendant”) is attached as Exhibit #1. On July 17, 2026, the
10 Parties engaged in a mediation session before mediator Louis Marlin, Esq. Through arms-length
11 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA
12 claims in this Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
15 Workforce Development Agency (“LWDA”) on December 9, 2024, on behalf of Plaintiff Alma
16 Castillejos, requesting authorization from the LWDA to seek civil penalties as provided by the Private
17 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
18 Notice. A true and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day
19 notice period for the LWDA to notify of its intent to investigate has expired for the Plaintiff on
20 February 12, 2025. On February 27, 2025, Plaintiff filed a Representative Action Complaint in this
21 Court against Defendant Banc of California, alleging a single cause of action for recovery of civil
22 penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

23 Plaintiff and Defendant agreed to mediate with Louis Marlin, Esq. Prior to the mediation, the
24 Parties conducted significant investigation and informal discovery of the facts and law. Defendant
25 produced documents relating to employee payroll spreadsheets, their policies, practices, and
26 procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest
27 period policies, payroll and operations policies and more. The Parties agree that the above-described
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1 investigation and evaluation, as well as the information exchanged during the settlement negotiations,
2 are sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and
3 equitable basis

4 (b) Plaintiff theory of PAGA liability as argued at mediation alleged that Defendant is
5 liable for off the clock claims due to pre-shift lock outs and computer boot-up time as well as post
6 shift bag-checks. Plaintiff alleges employees were required to wait outside while interior building
7 searches were completed before entering the building and required to surrender to off-the clock bag-
8 checks after clocking out as identified by Defendant's own written policies. Defendant constantly
9 communicated with the employees when they were off the clock via cell phone calls and texts for
10 scheduling and operational needs purposes. Plaintiff further alleged Defendant was liable for rounding
11 shifts and meal breaks noting that 70% of Plaintiff's shifts were exactly 8 hours long and 70% of meals
12 were exactly 60 minutes long. Lastly, Plaintiff alleged Defendant failed to compensate employees sick
13 pay and meal period premiums at the regular rate of pay and underpaid employees for these payments
14 at the bas rate of pay.

15 At Mediation, Plaintiff argued that Defendant is liable for a myriad of PAGA Penalties,
16 including PAGA waiting time penalties for 558 former employees in the PAGA Period as indicated in
17 the data sample received; PAGA penalties for Unpaid Wages, Failure to Reimburse and 226 Wage
18 Statement Violations for 1098 employees; PAGA penalties for failure to pay sick pay at the regular
19 rate of pay to 25 employees; and PAGA penalties for failure to pay Meal Premiums to 371 employees
20 as identified from the sample data received.

21 (c) On July 17, 2026, the Parties engaged in a mediation session before Mediator Louis
22 Marlin, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws
23 and representative claims at issue in this action. Through arms-length negotiations with the assistance
24 of the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led
25 to the signing of a Memorandum of Understanding memorializing the settlement. The settlement was
26 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation
27 – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of
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1 proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the
2 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
3 arm's length negotiations, with the assistance of Mediator Subramaniam.

4 (d) Pursuant to a separate confidential settlement agreement, in addition to the Gross
5 PAGA Settlement Amount, Defendant have agreed to separately pay Plaintiff individual settlements
6 to resolve all of her individual non-PAGA claims. The individual settlements are made in exchange
7 for a general release of all of Plaintiff's individual non-PAGA claims arising out of her employment
8 with Defendant, including a waiver of any unknown claims pursuant to California Civil Code § 1542,
9 which will be detailed in a separate confidential settlement agreement. (Agreement at ¶ 5.2). The
10 individual claims are not at issue in this action and exist independent and apart from the PAGA claims
11 at issue before the Court. *See Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement
12 of individual claims does not strip an Aggrieved Employee of standing, as the state’s authorized
13 representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

14 4. The claim before this Court on this motion is solely the representative claim under
15 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
16 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
17 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
18 payment in the amount of \$300,000 to resolve the Released PAGA Claims (hereinafter referred to as
19 the “PAGA Settlement”). From this PAGA Gross PAGA Settlement Amount of \$300,000, there is a
20 deduction of attorneys’ fees (“PAGA Counsel Fees Payment”) up to \$100,000 (which is one-third of
21 the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
22 Payment”) not to exceed \$30,000.00 Service Award payment to Plaintiff of not more than \$15,000,
23 and Settlement Administration Costs (“Administration Expenses Payment”) not to exceed \$9,339.00.
24 (Agreement at ¶¶ 3.2.1-3.2.3). After these deductions, the amount remaining is the “PAGA Payment”,
25 which is estimated to be no less than \$145,661. Of the PAGA Payment amount, thirty-five percent
26 (65%) (no less than \$94,679.65) will be paid to the LWDA and the remaining twenty-five percent
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(35%) (no less than \$50,981.35) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). This 65/35 allocation is required by Labor Code §2699(m).

The Individual PAGA Payment for each Aggrieved Employee is the Aggrieved Employee's pro rata share of 35% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period compared to the total PAGA Pay Periods all Aggrieved Employees worked. The PAGA Period is the time period from December 9, 2023, through October 15, 2026. (Agreement at ¶ 1.23). Defendant has represented that the Aggrieved Employees consist of approximately 953 employees who collectively worked 35,025 PAGA Pay Periods during the PAGA Period. (Puche Decl. ¶¶ 4, 14(b)(c)); Agreement at ¶ 4.1).

Upon entry of final judgment, the Released Parties shall be entitled to a release from the Aggrieved Employees for any "Released PAGA Claims", means all claims for PAGA civil penalties that were alleged in the PAGA Notice that were also alleged in the Operative Complaint, which occurred during the PAGA Period during employment in a non-exempt position in California. (collectively the "Released PAGA Claims"). (Agreement at ¶¶ 1.26, 5.1). The "Released Parties" means Defendant and its officers, directors, employees and agents. (Agreement at ¶ 1.27). The Released PAGA Claims expressly exclude all other claims, including Plaintiff's individual claims that are subject to a separate individual settlement agreement, or other Aggrieved Employee's claim for wages or damages, or claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. (Agreement at ¶¶ 1.25, 5.2)

5. The Parties believe that the PAGA Settlement amount is fair and reasonable and therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of \$300,000 is more than other PAGA settlements as it constitutes approximately \$8 per pay period. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially \$3,502,500 based on 35,025 pay periods applicable to the Aggrieved

1 Employees during the PAGA Period.¹ Importantly, however, these calculations were performed at
2 the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
3 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
4 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
5 in an award that is "unjust, arbitrary and oppressive or confiscatory."

6 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed
7 a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at
8 trial, any PAGA penalties awarded could be comparable to Plaintiff's calculation even where Plaintiff
9 prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is
10 used, the potential recovery of civil penalties would be \$175,125, which is far less than what this
11 settlement provides.

12 6. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
13 for each period the employee worked in relation to meal or rest period violations, failure to pay
14 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
15 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
16 due.

17 Defendant maintains that Plaintiff and the Aggrieved Employees were properly
18 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
19 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
20 which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not
21 only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties
22 prior to the PAGA notification should be awarded because the violations were not intentional, and at
23 least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that
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25 ¹Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$3,502,500 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses
2 to the violations at issue, the risks and costs of continued litigation, Plaintiff and their attorneys believe
3 that the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable
4 that the action is settled in the manner and upon the terms and conditions set forth in the Agreement
5 in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well
6 as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to
7 rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
8 adequate.

9 PAGA Counsel have significant experience litigating wage and hour claims including claims for
10 PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that
11 courts have approved. (Declaration of Puche, at ¶ 6.) The PAGA Settlement, along with the other
12 terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the
13 assistance of the Mediator. As set forth in the accompanying proof of service, the LWDA has been
14 provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the
15 PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
16 situation where the Court needs to be concerned about the rights of absent employees as in a class
17 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
18 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
19 to look out for its own rights.

20 7. PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's
21 position is that the payment of attorneys' fees and costs in this settlement is a matter of contract for
22 contingent representation. Nevertheless, should this Court review the requested attorneys' fees, it is
23 clear that the requested fees and costs are reasonable.

24 PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the amount of
25 \$100,000 representing one-third of the \$300,000 Gross PAGA Settlement Amount. "PAGA Counsel"
26 means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw,
27 Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug
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1 Bhowmik De Blouw LLP (“BNBD”) and John Gomez and Chandler Roth of Gomez Trial Attorneys
2 (“GTA”). The PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows:
3 75% to BNBD and 25% to GTA.

4 The payment of attorneys’ fees and costs to PAGA Counsel under the Agreement is supported
5 by several factors. First, the requested fees are justified by the result achieved. PAGA Counsel
6 negotiated a recovery of \$300,000 and this result justifies the requested fees equal to one third of this
7 recovery. This percentage is within the standard contingent recovery percentage of one-third, and this
8 percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int’l Inc.*,
9 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021)
10 (recognizing that “‘fee awards in class actions average around one-third of the recovery’” regardless
11 of “‘whether the percentage method or the lodestar method is used.’” (*quoting Chavez v. Netflix, Inc.*,
12 162 Cal.App.4th 43, 66, fn. 11 (2008))).

13 Second, the fee award is justified by the work performed and contributions to the case. As
14 detailed in the accompanying Puche Decl. at ¶ 7, the fee award is less than PAGA Counsel’s current
15 lodestar of \$131,342.50 representing a “negative multiplier”, with significant additional work to be
16 performed. As detailed in the accompanying billing statement from BNBD, true and correct copies of
17 which are attached hereto as Exhibit #2, the current lodestar for my firm in this court matter as of
18 September 30, 2026, is \$131,342.50 for more than 195 hours of work prosecuting the claims being
19 resolved by this Settlement. This time does not include time incurred after the billing was finalized
20 and the time spent managing the completion of the settlement, which I estimate will add another
21 \$20,000 in additional lodestar. Third, the consideration of the enhancement factors would justify the
22 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-
23 payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved.
24 Here, where an enhancement would be warranted, but the fee award is less than the lodestar, there can
25 be no question of the reasonableness of the award.

26 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
27 Counsel, which currently are \$26,678.55 which is less than the \$30,000 allocation for costs in the
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1 Agreement, so the difference of \$4,321.45 will be added to the PAGA Payment amount. The litigation
2 expenses incurred by BNBD total \$26,678.55 and were all reasonably necessary to the litigation. The
3 specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

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5 Experience and Qualifications

6 9. Our firm has represented hundreds of thousands of employees in hundreds of legal
7 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
8 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
9 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
10 LLP have been appointed lead counsel in hundreds of contested motions for class certification
11 including many consolidated wage and hour matters.

12 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
13 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
14 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
15 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
16 the Ninth Circuit of the importance of the substantive rights of the State of California under the
17 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
18 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
19 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
20 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
21 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
22 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
23 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
24 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
25 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle
26 Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

27 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
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1 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
2 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
3 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
4 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
5 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
6 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
7 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
8 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
9 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
10 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
11 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
12 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
13 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
14 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
15 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
16 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
17 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
18 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
19 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
20 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
21 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
22 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
23 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
24 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
25 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
26 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
27 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
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1 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
2 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
3 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
4 negotiated, and which courts have approved.

5 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
6 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
7 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
8 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
9 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
10 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
11 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
12 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
13 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
14 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
15 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
16 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
17 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
18 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
19 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
20 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
21 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
22 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
23 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
24 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
25 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
26 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
27 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
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1 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
2 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
3 No. 30-2008-00231219 (Nov. 23, 2009).

4 (d) Over the course of the litigation, a number of attorneys in the firm have worked
5 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP
6 firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
7 cases our firm has undertaken are also set forth in Exhibit #3. The attorneys involved in this matter at
8 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class
9 litigation experience, much of it in the area of consumer class actions, employment class actions,
10 securities litigation, unfair business practices and other complex litigation. The attorneys at this firm
11 have extensive experience in cases involving labor code violations and overtime claims. Class
12 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
13 including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta,
14 El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
15 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
16 Exploration, Time Warner, and California State Automobile Association. It is this level of experience
17 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
18 defendants and their capable and experienced counsel. On account of the concerted and dedicated
19 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
20 taking other cases, and in fact, had to turn away other potential fee generating cases.

21 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
22 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
23 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
24 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
25 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
26 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
27 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
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1 ‘in line with those prevailing in the [relevant] community’—the Central District of California’.

2 Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such

3 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the

4 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,

5 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing

6 rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when

7 compared within 21 other firms practicing in the Southern District of California.) This survey is useful

8 to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that

9 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases

10 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard

11 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one

12 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for

13 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past

14 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the

15 rates charged by this firm for comparable work are less than these examples and are therefore

16 undoubtedly reasonable.

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18 11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In

19 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the

20 proof of service.

21

22 12. Settlement Administration – Apex Class Action Administration (“APEX”) was

23 selected as the Settlement Administrator based upon the estimates provided and by agreement of the

24 Parties. We obtained estimates from APEX, and ILYM Group, Inc., (“ILYM”), using the same

25 criteria. The ILYM estimate provides for Administration Expenses in the amount of \$8,950. The

26 APEX estimate was \$8,490. As a result, the lowest bid from APEX was selected by the Parties. A

27 Declaration from APEX is submitted in support of this motion which addresses their qualifications,

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1 their estimate and actual costs as Exhibit #6.

2
3 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator, nor any
4 actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

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6 14. PAGA Penalties Valuation

7 (a) Plaintiff theory of PAGA liability as argued at mediation alleged that
8 Defendant is liable for off the clock claims due to pre-shift lock outs and computer boot-up time as
9 well as post shift bag-checks. Plaintiff alleges employees were required to wait outside while interior
10 building searches were completed before entering the building and required to surrender to off-the
11 clock bag-checks after clocking out as identified by Defendant's own written policies. Defendant
12 constantly communicated with the employees when they were off the clock via cell phone calls and
13 texts for scheduling and operational needs purposes. Plaintiff further alleged Defendant was liable for
14 rounding shifts and meal breaks noting that 70% of Plaintiff's shifts were exactly 8 hours long and
15 70% of meals were exactly 60 minutes long. Lastly, Plaintiff alleged Defendant failed to compensate
16 employees sick pay and meal period premiums at the regular rate of pay and underpaid employees for
17 these payments at the bas rate of pay.

18 At Mediation, Plaintiff argued that Defendant is liable for a myriad of PAGA Penalties,
19 including PAGA waiting time penalties for 558 former employees in the PAGA Period as indicated in
20 the data sample received; PAGA penalties for Unpaid Wages, Failure to Reimburse and 226 Wage
21 Statement Violations for 1098 employees; PAGA penalties for failure to pay sick pay at the regular
22 rate of pay to 25 employees; and PAGA penalties for failure to pay Meal Premiums to 371 employees
23 as identified from the sample data received.

24 On July 17, 2026, the Parties engaged in a mediation session before Mediator Louis Marlin,
25 Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and
26 representative claims at issue in this action.

27 (b) Defendant has represented that the Aggrieved Employees consist of approximately 953
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1 employees who collectively worked 35,025 PAGA Pay Periods during the PAGA Period.

2 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
3 statutory PAGA civil penalties was potentially \$3,502,500 based on 35,025 pay periods applicable to
4 the Aggrieved Employees during the PAGA Period.²

5 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
6 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
7 Therefore, at trial, any PAGA penalties awarded could be comparable to Plaintiff's calculation even
8 where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington v.*
9 *Starbucks* is used, the potential recovery of civil penalties would be \$175,125, which is far less than
10 what settlement provides.

11 (e) Plaintiff believes that under the new standard announced by the California Supreme
12 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
13 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
14 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
15 were intentional or knowing as those terms are used in the Labor Code.

16 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
17 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
18 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
19 argue that the violations are because of a change in law, and not any intentional or knowing violation
20 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
21 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
22 unnecessary.

23 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
24

25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$3,502,500 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 suffered a violation for each period the employee worked in relation to meal or rest period violations,
2 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
3 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
4 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
5 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
6 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
7 which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not
8 only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties
9 prior to the PAGA notification should be awarded because the violations were not intentional, and at
10 least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that
11 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses
12 to the violations at issue, the risks and costs of continued litigation, Plaintiff and their attorneys believe
13 that the PAGA Settlement is fair and reasonable.

14 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
15 Amount of \$300,000, the Agreement provides for the accompanying Proposed Order and Judgment to
16 be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
17 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
18 claims of the Aggrieved Employees are being affected or released.

19 17. The "Released PAGA Claims" are limited to "claims for PAGA civil penalties that
20 were alleged in the PAGA Notice that were also alleged in the Operative Complaint, which occurred
21 during the PAGA Period during employment in a non-exempt position in California" as appears in the
22 Agreement at paragraph 1.26. The release makes clear that it binds only the named Plaintiff and the
23 State of California. (Agreement at ¶ 5). The "Released Parties" are limited to "Defendant and its
24 officers, directors, employees and agents." (Agreement at ¶1.27).

25 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, For any Aggrieved
26 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
27 Administrator shall transmit the funds represented by such checks to the California Controller's
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1 Unclaimed Property Fund in the name of the Aggrieved Employee, thereby leaving no "unpaid
2 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed this 30th day of September, 2026, at San Diego, California.

6 /s/ Sergio J. Puche
7 Sergio J. Puche
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EXHIBIT – 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into between Plaintiff Alma Castillejos (“Plaintiff”) acting in her private attorneys general capacity, and Defendant Banc of California (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action(s)” means: *Alma Castillejos v. Banc of California et al.*, Riverside County Superior Court, Case No. CVRI2501017, filed on January 27, 2025.
- 1.2. “Administrator” means Apex Class Action LLC, 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 PAGA 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 Employees” means all individuals who worked at least one shift in California as a non-exempt, hourly employee of Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s 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. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Riverside.
- 1.9. “Defendant” means Banc of California. On November 30, 2023, Pacific Western Bank (“PWB”) merged with and into Banc of California, with Banc of California continuing as the surviving legal corporation.
- 1.10. “Defense Counsel” means Aaron A Buckley and Lucy Peritz of Quarles & Brady LLP
- 1.11. “Effective Date” means the means the later of: (i) the 61st day after service of notice of entry of the Approval Order and Judgment, if no appeal, review, or writ has been

filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.

- 1.12. “Gross PAGA Settlement Amount” means the total sum of Three Hundred Thousand Dollars (\$300,000), which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards, and the Administration Expenses Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required. The Gross PAGA Settlement Amount excludes the individual settlements separately paid to Plaintiff for a General Release of her claims, addressed further herein. As such, the Gross PAGA Settlement Amount does not include Plaintiff’s individual settlement, which is being separately funded by Defendant and memorialized in separate individual settlement agreements.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period compared to the total PAGA Pay Periods all Aggrieved Employees worked.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).
- 1.16. “LWDA PAGA Payment” means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and John Gomez and Chandler Roth of Gomez Trial Attorneys (“GTA”).
- 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 and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notice(s)” means Plaintiff’s December 9, 2024 letter to the Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Service Award, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant in California for at least one shift during the PAGA Period.
- 1.23. “PAGA Period” means the period from December 9, 2023 through the earlier of the date the Court entered an order and Judgment approving the settlement, or October 15, 2026.
- 1.24. “Plaintiff” means Alma Castillejos, the named plaintiff in the Action.
- 1.25. “Plaintiff’s Service Award” means the service payment made to Plaintiff in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the release of individual PAGA claims by Plaintiff.
- 1.26. “Released PAGA Claims” means all claims for PAGA civil penalties that were alleged in the PAGA Notice that were also alleged in the Operative Complaint, which occurred during the PAGA Period during employment in a non-exempt position in California. The Release PAGA Claims expressly exclude all other claims, including Plaintiff’s individual claims that are subject to a separate individual settlement agreement, or other Aggrieved Employee’s claim for wages or damages, or claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period.
- 1.27. “Released Parties” means Defendant and its officers, directors, employees and agents.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On December 9, 2024, Plaintiff served a PAGA Notice upon Defendant, Pacific Western Bank, and the LWDA regarding Defendant’s alleged wage and hour violations, including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide suitable seating, and failure to provide wages when due.

- 2.2. On February 27, 2025, Plaintiff filed a Representative Action Complaint in the Superior Court of California, County of Riverside, alleging one cause of action against Defendant and Pacific Western Bank for civil penalties pursuant to Labor Code §§ 2699, *et seq.* (PAGA) for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Plaintiff's Representative Action Complaint shall be the operative complaint in the Action ("Operative Complaint").
- 2.3. On April 1, 2025, Plaintiff submitted a Demand for Arbitration to Judicial Arbitration and Mediation Services ("JAMS"), alleging individual claims for 1) Discrimination in Violation of FEHA; (2) Harassment in Violation Of FEHA; (3) Retaliation in Violation of FEHA; (4) Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of FEHA; (5) Violation of Labor Code § 1102.5; (6) Wrongful Termination of Employment in Violation of Public Policy; (7) Intentional Infliction of Emotional Distress.
- 2.4. On July 17, 2026, the Parties participated in an all-day mediation presided over by Lou Marlin, Esq., a respected private mediator of wage and hour representative and class actions. Following the mediation and additional post-mediation negotiations, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding.
- 2.5. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendant produced documents relating to employee payroll spreadsheets, their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
- 2.6. As part of this Settlement, the Parties agreed to stipulate to a stay of Defendant's Appeal of the Court's order denying Defendant's Motion to Compel Arbitration.
- 2.7. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay Three Hundred Thousand Dollars (\$300,000), and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the

Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Award, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant. The Gross PAGA Settlement Amount excludes any individual settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA 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 (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be \$100,000 and PAGA Counsel Litigation Expenses Payment in an amount as documented in PAGA Counsel's billing statement and not more than \$30,000. The PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 75% to BNBD and 25% to GTA. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, the Administrator will allocate the remainder to the PAGA Payment, and this will not affect approval of the settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. PAGA Counsel may choose to appeal any reduction in the award of fees by the Court, but regardless of the appeal's outcome, the other Settlement terms will not be affected. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$9,339 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 \$9,339, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$145,661 to be paid from the Gross PAGA Settlement Amount, with 65% (no less than \$94,679.65) allocated to the LWDA PAGA Payment and 35% (no less than \$50,981.35) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Payment 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. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. Because the Individual PAGA Payments are payments in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payments will be treated as non-wage income with no tax withholdings to be made, and the Administrator will report, if required by applicable tax laws, the Individual PAGA Payments on IRS Forms 1099 to the respective Aggrieved Employees and applicable governmental authorities.

- 3.2.4 To Plaintiff: Plaintiff shall request from the Court a Service Award payment in the amount of \$15,000. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's requests for a Service Award in this amount. In the event the Service Award is approved for less than \$15,000, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. These payments will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement. As stated herein, the Plaintiff's Service Award in this Settlement Agreement shall not release Plaintiff's individual non-PAGA claim, which are being separately settled through a separate individual confidential settlement agreement and funded outside of the Gross PAGA Settlement Amount. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Award.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Defendant has represented that the Aggrieved Employees consist of approximately 953 employees who collectively worked 35,025 PAGA Pay Periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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 Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after both of the following have occurred: (1) the Effective Date; and (2) the Administrator has provided a completed and signed IRS Form W9 to Defendant to facilitate payment. Defendant will request IRS Form W9 from the Administrator within five (5) days of the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 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 void date, which is one hundred eighty (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, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff, the State of California, Aggrieved Employees,

and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Release by Plaintiff and the State of California. Plaintiff, the State of California, and all Aggrieved Employees are deemed to have fully, finally, and forever released the Released Parties from all “Released PAGA Claims.”
- 5.2 Separate Individual Claims. Pursuant to a separate confidential settlement agreement, in addition to the Gross PAGA Settlement Amount, Defendant have agreed to separately pay Plaintiff individual settlements to resolve all of her individual non-PAGA claims. The individual settlements are made in exchange for a general release of all of Plaintiff’s individual non-PAGA claims arising out of her employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code § 1542, which will be detailed in a separate confidential settlement agreement.
- 5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and PAGA Notice, and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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 will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (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)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 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. Any dispute between the parties as to the terms of the Settlement shall be presented to the mediator for resolution.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC 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 the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator immediately 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant has represented that the Aggrieved Employees collectively worked 35,025 PAGA Pay Periods as of July 17, 2026. Following execution of this Agreement, but prior to Plaintiff filing her Motion for Approval of PAGA Settlement, Defendant will provide a written estimate of the total number of PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period. No later than eight (8) days following the close of the PAGA Period, Defendant will confirm in writing the actual number of PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period, which the Parties can present to the Court at the hearing for Plaintiff's Motion for Approval of PAGA Settlement. If the actual number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period increases by more than 10% above this estimate, then Defendant may elect to: (i) end the PAGA Period on the date in which the PAGA Pay Period count reaches 10% above 35,025; or (2) increase the Gross PAGA Settlement Amount proportionately. For example, if the total number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA period is 11% higher than the 35,025 estimate, the Gross PAGA Settlement Amount will increase by 1% based on the following formula: updated Gross PAGA Settlement Amount =

updated total PAGA Pay Periods, divided by 35,025, multiplied by \$300,000.

- 9. 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 pursuant to C.C.P. Section 664.6 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.

- 9.1 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 and 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 PAGA Payment.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Action Treatment or 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 Defendant that any of the allegations in the Operative Complaint have merit, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative action treatment is for purposes of this Settlement only. As such, Defendant denies any liability or wrongdoing of any kind and further denies that, for any purpose other than settling the Lawsuit, this action is appropriate for representative treatment. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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 or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).
- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

- 10.4 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 for resolution.
- 10.5 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.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, as well as with auditors, regulators, or as required by law, at which time the individual

receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with discovery, 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 rule of court.

10.13 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.

10.14 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.

10.15 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: Kyle R. Nordrehaug
kyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223

To Defendant: Aaron A. Buckley
aaron.buckley@quarles.com
Lucy Peritz
lucy.peritz@quarles.com
Quarles & Brady LLP
101 West Broadway, Suite 1500
San Diego, California 92101
Telephone: 619-237-5200

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that, other than the arbitration pending before JAMS, she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant or otherwise related to Defendant.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, including Defendant's appeal of the trial court's order denying Defendant's motion to compel Plaintiff to arbitrate individual PAGA claims, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

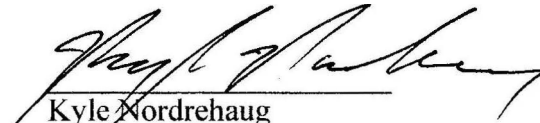
Dated: 09/28/2026


Alma Castillejos (Sep 28, 2026 09:43:25 PDT)
Plaintiff Alma Castillejos

Dated: _____

Brian Farrell, Deputy General Counsel
Defendant Banc of California

Dated: 9/28/26


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 09/28/2026


John Gomez
Chandler Roth
Gomez Trial Attorneys
Attorney for Plaintiff

Dated: _____

Aaron A. Buckley
Lucy Peritz
Quarles & Brady LLP
Attorneys for Defendant

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11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Alma Castillejos

Dated: 9/25/26



Brian Farrell, Deputy General Counsel
Defendant Banc of California

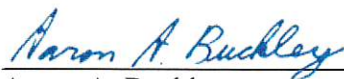
Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

John Gomez
Chandler Roth
Gomez Trial Attorneys
Attorney for Plaintiff

Dated: 9/25/2026



Aaron A. Buckley
Lucy Peritz
Quarles & Brady LLP
Attorneys for Defendant

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EXHIBIT – 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/30/2026
Due On: 10/30/2026

Alma Alvarado Castillejos
29529 Landsdowne Lane
Menifee, CA 92584

CA3417

Banc of California

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	08/18/2024	Review and analyze original intake notes. Review and research related litigation. review Defendant's business operations in CA. Review facts and law, research.	3.10	\$850.00	\$2,635.00
NDB	09/04/2024	Review emails and documents from Plaintiff regarding individual claims for retaliation and discrimination. Review and research previous opinions and settlements regarding the same. Analyze minimum wage claims.	3.20	\$850.00	\$2,720.00
NDB	09/10/2024	Review entire employment including all pay stubs. Review and analyze overtime and wage statement claims. Legal research wage and hour claims. Obtain background facts for complaint.	2.90	\$850.00	\$2,465.00
NDB	09/16/2024	Review facts and law. Review and research venue issue. Draft complaint.	3.10	\$850.00	\$2,635.00
NDB	09/18/2024	Review and research meal and rest break claims. Review and respond to client.	1.40	\$850.00	\$1,190.00
NDB	10/16/2024	Review and analyze off the clock claims. Research. Draft complaint.	2.50	\$850.00	\$2,125.00
NDB	11/07/2024	Review case file. Draft internal case notes memo detailing facts and specific violations.	2.00	\$850.00	\$1,700.00

NDB	11/13/2024	Review and analyze arbitration agreement terms and facts surrounding the signing of agreement. Review and research enforceability and unconscionability.	2.80	\$850.00	\$2,380.00
NDB	12/02/2024	Review and revise complaint. Discuss complaint with Plaintiff and explain terms and process. Send complaint to Plaintiff for approval. Follow up.	1.60	\$850.00	\$1,360.00
NDB	12/07/2024	Review and revise individual claims. Obtain right to sue from the CRD. Update case file.	0.90	\$850.00	\$765.00
NDB	12/09/2024	Review and research PAGA claims and penalties. Draft PAGA notice. Review case file and paystubs for violations.	2.00	\$850.00	\$1,700.00
JH	01/24/2025	Review file and docs; analyze arb agreement; discuss with KN	1.00	\$750.00	\$750.00
JH	02/06/2025	Further review arb agreement; advise ND re enforceability	0.50	\$750.00	\$375.00
RE	02/17/2025	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	02/19/2025	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	02/23/2025	Draft PAGA only complaint	3.80	\$675.00	\$2,565.00
RE	02/27/2025	Draft summons & civil case cover sheet & certificate of counsel re PAGA action	0.50	\$675.00	\$337.50
RE	02/27/2025	Review & finalize PAGA only complaint package; file in Riverside Sup Ct.	0.70	\$675.00	\$472.50
RE	03/03/2025	Review court returned docs re PAGA action; review docket; memo to firm judicial/departement assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	03/03/2025	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
HD	03/03/2025	Review filed PAGA complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00
RE	03/05/2025	Review file; prep initial docs for service of process; review correspondence from OPC re service via NAR; draft NAR; email docs to OPC w/NAR; instruct staff to mail hard docs per code re PAGA action	0.80	\$675.00	\$540.00
JH	03/11/2025	Review/analyze docs in file from Plaintiff; create exhibit book	1.00	\$750.00	\$750.00
TM	03/18/2025	Reviewed Court's PAGA CMO.	0.20	\$450.00	\$90.00

HD	03/19/2025	Email correspondence to and from attorney Ehmann re service of the Court's PAGA Case Management Order #1	0.20	\$250.00	\$50.00
HD	03/20/2025	Prepare Proof of Service. Serve Court's issued PAGA Case Management Order #1 via US Mail and email to counsel for Defendant. Process and submit POS to court for filing via One Legal.	0.50	\$250.00	\$125.00
JH	04/03/2025	F/u corresp w defense counsel re mtc arb and potential mediation	0.40	\$750.00	\$300.00
RE	04/15/2025	Draft/file proof of service of summons w executed NARs re both defendants re PAGA action	0.60	\$675.00	\$405.00
HD	04/16/2025	Review and assess PAGA Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
HD	04/16/2025	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One.	0.50	\$250.00	\$125.00
HD	04/16/2025	Draft Preservation Letter.	0.50	\$250.00	\$125.00
HD	04/16/2025	Draft shells for Plaintiff's written discovery request, set one, as to Defendant Pacific Western Bank including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.00	\$250.00	\$250.00
JH	04/17/2025	Review draft discovery requests; advise TM	0.50	\$750.00	\$375.00
TM	04/21/2025	Reviewed file; advised team re discovery stay; discussed case with team.	0.40	\$450.00	\$180.00
JH	05/01/2025	Review file, procedural posture, and status of discovery; advise team	0.20	\$750.00	\$150.00
JH	05/09/2025	Review/analyze Defendant's MTC Arb/Demurrer; further review arb agreement; corresp w defense counsel re same	1.40	\$750.00	\$1,050.00
JH	05/13/2025	Call with defense counsel re MTC Arb/Demurrer	0.30	\$750.00	\$225.00
JH	05/15/2025	Review/revise draft stip re briefing on Defendant's Demurrer/MTC Arb	0.40	\$750.00	\$300.00
JH	05/21/2025	Continue researching for, and begin drafting, MTC Arb/Demurrer Opp	1.50	\$750.00	\$1,125.00
JH	05/22/2025	Further draft MTC Arb/Demurrer Opp	1.50	\$750.00	\$1,125.00
JH	05/23/2025	Continue researching for and drafting MTC Arb/	1.20	\$750.00	\$900.00

Demurrer opp					
JH	05/25/2025	Complete draft of MTC Arb/Demurrer Opp	2.50	\$750.00	\$1,875.00
JH	05/27/2025	Review/revise MTC Arb and tables; advise HD re filing/service	0.70	\$750.00	\$525.00
TM	06/02/2025	Reviewed and analyzed Defendant's Reply ISO MTC Arb.	1.00	\$450.00	\$450.00
JH	06/02/2025	Review/analyze Defendant's MTC Arb Reply; circulate and advise team	1.20	\$750.00	\$900.00
TM	06/06/2025	Planned and prepared for MTC Arb oral argument.	1.00	\$450.00	\$450.00
JH	06/06/2025	Review/analyze tentative ruling on MTC Arb/ Demurrer; discuss with team	0.30	\$750.00	\$225.00
JH	06/09/2025	Prepare and appear for MTC arb and Demurrer; advise team	1.30	\$750.00	\$975.00
HD	07/09/2025	Draft notice of new/supplemental authority. Forward to Attorney Herman for review, edit and finalization,	1.00	\$250.00	\$250.00
JH	07/09/2025	Further review/analyze CRST Expedited opinion; draft/revise notice of suppl. authority; advise team re filing	0.50	\$750.00	\$375.00
JH	08/18/2025	Research for and draft suppl. brief in opposition to MTC Arb/Demurrer	3.80	\$750.00	\$2,850.00
JH	08/19/2025	Review/revise draft joint CMC stmt; advise defense counsel	0.30	\$750.00	\$225.00
HD	08/19/2025	Review ROA for status of 08/26/2025 CMC. Email correspondence to attorney Herman confirming that the CMC is still on calendar and statement is necessary at this time.	0.20	\$250.00	\$50.00
JH	08/21/2025	Review supplemental brief in oppo to MTC Arb	0.70	\$750.00	\$525.00
JH	08/22/2025	Revise/finalize supp. brief in oppo to MTC Arb/ Demurrer; advise team re filing	0.70	\$750.00	\$525.00
JH	08/22/2025	Review/analyze Defendant's supplement brief in support of MTC Arb/demurrer	0.80	\$750.00	\$600.00
TM	08/22/2025	Reviewed Defendant's supplemental brief ISO MTC arb.	0.90	\$450.00	\$405.00
HD	08/22/2025	Edit, execute and finalize Proof of Service. Process and submit Plaintiff's Supplemental briefing ISO Opposition to Defendant Banc of California's Petition to Compel Arbitration or In the Alternative Demurrer to Plaintiff's Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00

TM	08/25/2025	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
JH	08/25/2025	Prepare and appear for further hearing on Defendants' MTC Arb/Demurrer; advise team	1.60	\$750.00	\$1,200.00
TM	09/10/2025	Review file; email to and from client re case status.	0.50	\$450.00	\$225.00
JH	10/09/2025	Review newly published Galarsa decision; prepare notice of suppl. authority; advise HD	0.40	\$750.00	\$300.00
HD	10/09/2025	Prepare shell for a second Notice of New/ Supplemental Authority In Opposition to Defendant Banc of California's Petition to Compel Arbitration or, in the Alternative Demurrer to Plaintiff's Complaint.	0.30	\$250.00	\$75.00
HD	10/09/2025	Edit, execute and finalize Proof of Service. Process and submit Plaintiff Alma Castillejos' Notice of New/Supplemental Authority In Opposition to Defendant Banc of California's Petition to Compel Arbitration or, in the Alternative Demurrer to Plaintiff's Complaint to Court for filing and serve via email.	0.50	\$250.00	\$125.00
JH	10/17/2025	Review file and docket; review/revise draft joint report and circulate to defense counsel for review	0.40	\$750.00	\$300.00
JH	10/20/2025	F/u corresp w defense counsel re Joint Report; finalize and advise HD re filing	0.20	\$750.00	\$150.00
HD	10/20/2025	Edit, execute and finalize Proof of Service. Process and submit Joint Case Management Conference Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	10/27/2025	Review minute order; circulate and advise team	0.30	\$750.00	\$225.00
TM	10/27/2025	Reviewed Court's minute order re CMC.	0.20	\$450.00	\$90.00
JH	01/20/2026	Review file; prepare for and attend hearing; advise team	2.10	\$750.00	\$1,575.00
TM	03/11/2026	Reviewed Court's order re MTC Arb; discussed case status with team.	0.40	\$450.00	\$180.00
JH	03/11/2026	Review order on Defendant's MTC Arb; circulate and advise team; corresp w defense counsel re next steps	1.00	\$750.00	\$750.00
HD	03/12/2026	Edit and revise and update drafted discovery requests, set one as to both Defendants.	1.00	\$250.00	\$250.00
JH	03/12/2026	Review/revise draft discovery requests; advise TM	0.70	\$750.00	\$525.00
TM	03/15/2026	Review file; reviewed and revised Plaintiff's initial written discovery to Defendant Banc, including RFA, RFP, SROG, FROG and PMK NOD;	2.00	\$450.00	\$900.00

		reviewed and revised Plaintiff's initial written discovery to Defendant Pacific, including RFA, RFP, SROG, FROG and PMK NOD.			
HD	03/16/2026	Review ROA and status of the matter. Including recent orders. Draft shell for Joint Case Management Conference Statement. Forward to attorney Herman for completion and finalization.	0.40	\$250.00	\$100.00
JH	03/16/2026	Review file; draft joint report; meet and confer call with defense counsel re next steps in light of Court order on MTC Arb	0.70	\$750.00	\$525.00
HD	03/16/2026	Edit, execute and finalize Proof of Service. Serve Plaintiff's Written discovery via email as to each Defendant. Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendants' PMK. Update electronic file and charts accordingly.	1.00	\$250.00	\$250.00
HD	03/19/2026	Review and research court case docket. Review court appearance requirements re 03/23/2026 CMC Hearing. Coordinate and set up remote appearance Update calendar and weekly events.	0.20	\$250.00	\$50.00
TM	03/20/2026	Reviewed Court's order re CMC.	0.20	\$450.00	\$90.00
JH	04/01/2026	Review docs from client; circulate	0.50	\$750.00	\$375.00
JH	04/03/2026	Corresp w defense counsel re mediation; advise AJB	0.30	\$750.00	\$225.00
JH	04/14/2026	Review/analyze docket in related matter in prep for mediation	0.30	\$750.00	\$225.00
HD	04/16/2026	Prepare Service List for purposes of Mediation. Email correspondence to Mediator Administrator with information necessary to finalize and reserve Mediation date.	0.50	\$250.00	\$125.00
SP	04/29/2026	Reviewed and analyzed pleadings, correspondence, case notes and documents. Drafted and revised Mediation Data Request. Sent to AJB for review and approval. Finalized MDR and served on OPC.	2.10	\$675.00	\$1,417.50
JH	04/29/2026	Review file; revise MDR corresp; advise SP	0.50	\$750.00	\$375.00
JH	06/06/2026	Review/analyze Defendant's mediation doc/data production; circulate and advise	1.50	\$750.00	\$1,125.00
TM	06/07/2026	Review file and operative complaint; Research on PAGA website and Unicourt re related cases; review related cases and update case list; discussed related cases with team.	0.20	\$450.00	\$90.00
SP	06/16/2026	Reveiwed and analyzed pleadings, documents and correspondence. Sent Expert additional	0.60	\$675.00	\$405.00

		information for analysis.			
HD	06/18/2026	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
JH	06/18/2026	Review/analyze Defendant's mediation production; circulate	0.70	\$750.00	\$525.00
JH	06/22/2026	Draft/revise CMC stmt; circulate to defense counsel	0.40	\$750.00	\$300.00
TM	06/25/2026	Review file and court docket; planned and prepared for upcoming CMC.	0.60	\$450.00	\$270.00
NDB	06/25/2026	Review case file. review and analyze discovery and data produced to date. Review Defendant's written policy documents and paystubs. Legal research wage and hour claims. Prepare for mediation.	4.20	\$850.00	\$3,570.00
JH	06/26/2026	Review/analyze additional mediation doc/data production from Defendnat; circulate and advise team	1.00	\$750.00	\$750.00
JH	06/30/2026	Review/analyze suppl. mediation data production from Defendant	0.80	\$750.00	\$600.00
NDB	06/30/2026	Review and analyze Plaintiff's individual damages and claims. Review off the clock and rounding claims. Legal research regarding the same. Prepare for mediation.	2.90	\$850.00	\$2,465.00
NDB	07/06/2026	Review and research previous settlements with similar claims and pay periods for mediation valuation. Analyze case demographics. Review revise mediation brief.	2.90	\$850.00	\$2,465.00
SP	07/09/2026	Called and discussed claims with Plaintiff. Updated case notes.	1.30	\$675.00	\$877.50
SB	07/09/2026	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SP	07/10/2026	Reviewed documents, finalized exhibit book, drafted Mediation Brief with facts and procedural history. Reviewed and analyzed correspondence, documents and data. Discussed with Expert.	5.90	\$675.00	\$3,982.50
SB	07/10/2026	Calculate individual damages, speak with client, advise AJB	2.60	\$450.00	\$1,170.00
TM	07/12/2026	Email from expert re mediation; reviewed and analyzed mediation analysis; discussed with team.	0.50	\$450.00	\$225.00
JH	07/13/2026	Review/analyze expert mediation analysis; revise	1.30	\$750.00	\$975.00

mediation brief and advise SP					
SP	07/13/2026	Reveiwed and analyzed expert analysis, DFEH letter, case notes and correspondence. Revised and finalized Mediation Brief and sent to AJB.	5.90	\$675.00	\$3,982.50
SP	07/15/2026	Reveiwed and analyzed correspondence from Mediator's Office. Sent contact information for Co-Counsel. Updated File.	0.30	\$675.00	\$202.50
SB	07/15/2026	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	07/15/2026	Review and analyze all mediation materials including briefs and exhibits thereto. Review expert damage and penalty report and notes and assumptions. Prepare for mediation.	1.90	\$850.00	\$1,615.00
JH	07/16/2026	Review/analyze Defendant's additional mediation doc/data production; circulate; advise experts	1.20	\$750.00	\$900.00
JH	07/17/2026	Review/analyze exhibit book and reserach issues of meal and rest period issues and RROP issues; advise AJB; disucss with AJB re outcome of mediation	2.50	\$750.00	\$1,875.00
SB	07/17/2026	Attend mediation	8.00	\$450.00	\$3,600.00
JH	07/20/2026	Review/analyze draft MOU	0.30	\$750.00	\$225.00
JH	07/22/2026	Review proposed revisoins to MOU	0.30	\$750.00	\$225.00
SP	07/22/2026	Reviewed and analyzed documents and correspondence from Client. Responded to Client via email.	0.40	\$675.00	\$270.00
JH	07/27/2026	Review notice of settlement prepared by defense counsel	0.20	\$750.00	\$150.00
TM	07/28/2026	Reviewed Defendant's notice of settlement; request to stay appeal.	0.30	\$450.00	\$135.00
NDB	08/04/2026	Review and analyze mediation brief, notes, and emails form mediator. Review and analyze MOU terms. Send MOU to Plaintiff for signature. Explain terms and follow up for signature.	1.30	\$850.00	\$1,105.00
TM	08/10/2026	Review MOU; review local rules re MPA; discussed with team/advised re reserving MPA date.	0.50	\$450.00	\$225.00
JH	08/10/2026	Review MOU; analyze procedural posture; discuss with AJB; draft longform PAGA Agreement	2.70	\$750.00	\$2,025.00
JH	08/11/2026	Discuss MOU with AJB; revise longform agreement; circulate to defense counsel for review	1.00	\$750.00	\$750.00

TM	08/14/2026	Reviewed MOU, discussed with team; email to OPC and arbitrator re discovery hearing and settlement.	0.40	\$450.00	\$180.00
JH	08/24/2026	Review file; f/u with defense counsel re agreement	0.20	\$750.00	\$150.00
JH	08/27/2026	Call with defense counsel re top filed action	0.40	\$750.00	\$300.00
JH	09/07/2026	Review/analyze Defendant's revision to Agreements; discuss with SP; further revise PAGA Agreement and circulate to defense counsel for review; request admin bids	1.30	\$750.00	\$975.00
TM	09/09/2026	Review file; drafted joint CMC statement; discussed with team; email to and from OPC re joint statement	0.90	\$450.00	\$405.00
JH	09/09/2026	Review/revise draft joint report; advise TM	0.30	\$750.00	\$225.00
JH	09/18/2026	Review final revisions to Agreement; discuss with KN; circulate to defense counsel; advise SP re PAGA Approval motion	0.70	\$750.00	\$525.00
JH	09/21/2026	Advise SP re further revisions to individual settlement agreement	0.40	\$750.00	\$300.00
SP	09/21/2026	Reviewed and analyzed documents and correspondence from Client. Responded to Client via email.	0.30	\$675.00	\$202.50
JH	09/22/2026	Review proposed revisions to individual agreement; advise SP	0.30	\$750.00	\$225.00
JH	09/23/2026	Review file and corresp; f/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
SP	09/24/2026	Reviewed billing, correspondence and case notes. Requested full billing and notified team to finalize billing. Drafted Motion for PAGA Approval and Proposed Order. Sent to Kyle and OPC.	5.90	\$675.00	\$3,982.50
JH	09/25/2026	Finalize PAGA Agreement; circulate for execution; advise SP re individual agreement	0.50	\$750.00	\$375.00
KN	09/25/2026	Discuss issue with SP; review revised Apex declaration; review draft motion; advise SP of correction and next steps	1.00	\$950.00	\$950.00
TM	09/28/2026	Review file; reviewed MOU, settlement agreement and mediation brief; drafted declaration of Plaintiff ISO MPA; email to client re declaration.	2.50	\$450.00	\$1,125.00
NDB	09/28/2026	Review and analyze individual settlement agreement terms for conformity with MOU terms. Review case file and court docket. Analyze mediation brief. Obtain signature from Plaintiff.	1.20	\$850.00	\$1,020.00

SP	09/28/2026	Reviewed and analyzed email from client. Reviewed MOU, Settlement agreement and Individual agreement with client and sent detailed information via email. Obtained signatures on agreements from client.	2.20	\$675.00	\$1,485.00
SP	09/30/2026	Reviewed and analyzed final billing and costs. Drafted, revised and finalized declaration. Revised, finalized and arranged for filing of PAGA Approval Motion, Proposed Order, Declaration and supporting documents.	3.30	\$675.00	\$2,227.50
				Quantity Subtotal	169.6
				Services Subtotal	\$114,192.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	12/10/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	03/03/2025	One Legal/Court Fees	1.00	\$1,521.18	\$1,521.18
Expense	03/03/2025	One Legal/Court Fees	1.00	\$1,521.18	\$1,521.18
Expense	03/28/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	03/31/2025	LexisNexis	1.00	\$5.02	\$5.02
Expense	04/23/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	05/23/2025	Superior Court Charge (Orange County)	1.00	\$7.99	\$7.99
Expense	05/25/2025	Superior Court Charge (San Diego)	1.00	\$9.00	\$9.00
Expense	05/28/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	05/28/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95
Expense	05/30/2025	LexisNexis	1.00	\$5.03	\$5.03
Expense	06/01/2025	LexisNexis	1.00	\$12.39	\$12.39
Expense	07/01/2025	LexisNexis	1.00	\$13.05	\$13.05
Expense	07/21/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	08/01/2025	LexisNexis	1.00	\$138.08	\$138.08
Expense	08/22/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	08/25/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95
Expense	09/30/2025	LexisNexis	1.00	\$15.84	\$15.84
Expense	10/13/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95

Expense	10/24/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	10/30/2025	LexisNexis	1.00	\$8.83	\$8.83
Expense	10/31/2025	One Legal/Court Fees	1.00	\$23.02	\$23.02
Expense	11/01/2025	LexisNexis	1.00	\$19.72	\$19.72
Expense	12/01/2025	LexisNexis	1.00	\$20.15	\$20.15
Expense	01/01/2026	LexisNexis	1.00	\$16.62	\$16.62
Expense	01/29/2026	Riverside Superior Court Fee- Document retrieval	1.00	\$1.00	\$1.00
Expense	02/01/2026	LexisNexis	1.00	\$21.05	\$21.05
Expense	03/01/2026	LexisNexis	1.00	\$16.84	\$16.84
Expense	03/17/2026	One Legal/Court Fees	1.00	\$24.12	\$24.12
Expense	04/29/2026	Mediation Fees - Lou Marlin	1.00	\$12,500.00	\$12,500.00
Expense	04/29/2026	FedEx	1.00	\$32.14	\$32.14
Expense	07/01/2026	LexisNexis	1.00	\$32.54	\$32.54
Expense	07/01/2026	LexisNexis	1.00	\$8.30	\$8.30
Expense	07/23/2026	Expert Fees - Burger Consulting	1.00	\$8,882.50	\$8,882.50
Expense	08/01/2026	LexisNexis	1.00	\$12.03	\$12.03
Expenses Subtotal					\$25,266.59

Time Keeper	Quantity	Rate	Total
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	39.9	\$850.00	\$33,915.00
Ricardo Ehmann	10.3	\$675.00	\$6,952.50
Jeffrey Herman	49.9	\$750.00	\$37,425.00
Trevor Moran	13.2	\$450.00	\$5,940.00
Kyle Nordrehaug	1.0	\$950.00	\$950.00
Sergio Puche	28.2	\$675.00	\$19,035.00
Heather Drosi	11.1	\$250.00	\$2,775.00
Quantity Total			169.6
Subtotal			\$139,459.09
Total			\$139,459.09

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/30/2026	\$139,459.09	\$0.00	\$139,459.09
Outstanding Balance				\$139,459.09
Total Amount Outstanding				\$139,459.09

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/30/2026
Due On: 10/30/2026

Alma Alvarado Castillejos
29529 Landsdowne Lane
Menifee, CA 92584

CA3417.002

Banc of California - Alma Alvarado Castillejos/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
SP	02/21/2025	Reveiwed and analyzed documents, case notes, and draft complaint. Conducted legal research. Discussed with NJD. Drafted revised Complaint in Arbitration.	3.90	\$675.00	\$2,632.50
SP	04/14/2025	Reveiwed and analyzed correspondence from OPC. Met and conferred with OPC on Complaint and responsive pleading.	0.60	\$675.00	\$405.00
JH	05/29/2025	Review list of potential arbitrators; research and submit Claimant's strike list	0.50	\$750.00	\$375.00
SP	05/29/2025	Reveiwed correspondence from JAMS. Discussed with JSH.	0.30	\$675.00	\$202.50
JH	07/01/2025	Discuss with SP re initial arb management conference; advise	0.50	\$750.00	\$375.00
SP	08/04/2025	Reveiwed and analyzed case status, documents, pleadings, notes. Sent updated to TGM re: Case status in anticipation of Arb Status Conference.	0.50	\$675.00	\$337.50
TM	08/05/2025	Review file; planned and prepared for upcoming Arb status conference; discussed with team; attended Arb status conference; advised firm and team re case status following hearing.	1.50	\$450.00	\$675.00
JH	09/05/2025	Review file; prepare for and attend arb	1.00	\$750.00	\$750.00

management conference					
SP	09/05/2025	Prepared and appeared for Arbitration Status Conference. Drafted summary for orders and saved to file.	0.90	\$675.00	\$607.50
SP	10/23/2025	Conducted legal research and draft discovery.	5.00	\$675.00	\$3,375.00
AR	10/28/2025	Multiple correspondence with HD regarding discovery requests; review file and draft follow up correspondence.	0.30	\$550.00	\$165.00
HD	10/30/2025	Begin to prepare Claimant's Special Interrogatories, Set One.	0.50	\$250.00	\$125.00
SP	11/20/2025	Reveiwed and analyzed pleadings, case notes, documents and correspondence. Discussed claims and case with Claimant.	2.10	\$675.00	\$1,417.50
JH	12/03/2025	Review/revise draft joint discovery plan; advise SP	0.40	\$750.00	\$300.00
SP	01/13/2026	Reveiwed and analyzed case folder, discovery, calendar and correspondence. Sent email to OPC re: discovery response deadline.	0.40	\$675.00	\$270.00
SP	02/05/2026	Reveiwed and analyzed documents, correspondence, discovery requests and pleadings. Sent correspondence to Client and set a date and time to discuss her claims.	0.70	\$675.00	\$472.50
SP	02/06/2026	Reviewed and analyzed A/C Communications, documents, pleadings, discovery requests and case notes. Discussed case with Client. Drafted, revised and finalized Discovery responses to Special Interrogatories and Requests for Production. Drafted, revised and finalized Discovery requests.	5.20	\$675.00	\$3,510.00
TM	02/16/2026	Reviewed and analyzed Respondent's meet and confer letter re discovery.	0.40	\$450.00	\$180.00
JH	02/16/2026	Review/analyze m/c corresp w defense counsel re discovery responses; advise SP	0.40	\$750.00	\$300.00
SP	04/27/2026	Reveiwed and analyzed Stipulation to Stay. Revised and provided to OPC.	0.50	\$675.00	\$337.50
SP	07/13/2026	Received, reviewed and analyzed documents from OPC. Sent documents to Experts in advance of Mediation.	0.50	\$675.00	\$337.50
				Quantity Subtotal	26.1
				Services Subtotal	\$17,150.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/01/2025	Arb Filing Fee/JAMS	1.00	\$411.96	\$411.96
Expenses Subtotal					\$411.96

Time Keeper	Quantity	Rate	Total
Jeffrey Herman	2.8	\$750.00	\$2,100.00
Trevor Moran	1.9	\$450.00	\$855.00
Sergio Puche	20.6	\$675.00	\$13,905.00
Andrew Ronan	0.3	\$550.00	\$165.00
Heather Drosi	0.5	\$250.00	\$125.00
Quantity Total			26.1
Subtotal			\$17,561.96
Total			\$17,561.96

Detailed Statement of Account**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/30/2026	\$17,561.96	\$0.00	\$17,561.96
Outstanding Balance				\$17,561.96
Total Amount Outstanding				\$17,561.96

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

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EXHIBIT – 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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EXHIBIT – 4

LAFFEY MATRIX

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

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			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.

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EXHIBIT – 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
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Nick@bamlawca.com

WRITERS EXT:
1004

December 9, 2024
CA3417

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Pacific Western Bank
Certified Mail #9589071052701755844670
TED T. KITADA
333 WEST SANTA CLARA STREET
SAN JOSE, CA 95113

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Banc of California and/or Pacific Western Bank in California, including any employees staffed with Banc of California and/or Pacific Western Bank by a third party, and classified as non-exempt employees during the time period of December 9, 2023 until a date as determined by the Court. Our offices represent Plaintiff Alma Castillejos (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Banc of California and/or Pacific Western Bank in California (“Defendant”). Plaintiff was employed by Defendant in California from February of 2021 to April 2, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037**

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December 9, 2024

CA3417

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Banc of California
Certified Mail #9589071052701502088241
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Banc of California and/or Pacific Western Bank in California, including any employees staffed with Banc of California and/or Pacific Western Bank by a third party, and classified as non-exempt employees during the time period of December 9, 2023 until a date as determined by the Court. Our offices represent Plaintiff Alma Castillejos (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Banc of California and/or Pacific Western Bank in California (“Defendant”). Plaintiff was employed by Defendant in California from February of 2021 to April 2, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs.,

tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

9 ALMA CASTILLEJOS, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

12 Plaintiff,

13 vs.

14 BANC OF CALIFORNIA, a Corporation;
PACIFIC WESTERN BANK, a Corporation;
15 and DOES 1 through 50, inclusive,

16 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-204, 233, 246;
10. DISCRIMINATION AND RETALIATION VIOLATION OF FEHA; and,
11. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

28 Alma Castillejos ("PLAINTIFF"), an individual, on behalf of herself and all other

1 similarly situated current and former employees alleges on information and belief, except for
2 their own acts and knowledge which are based on personal knowledge, the following.

3
4 **THE PARTIES**

5 1. Banc of California is a corporation that at all relevant times mentioned herein
6 conducted and continues to conduct substantial business in California.

7 2. Pacific Western Bank is a corporation that at all relevant times mentioned herein
8 conducted and continues to conduct substantial business in California.

9 3. Banc of California and/or Pacific Western Bank were the joint employers of
10 PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for
11 respectively, and are therefore jointly responsible as employers for the conduct alleged herein,
12 and are therefore collectively referred to herein as ("DEFENDANT").

13 4. DEFENDANT provides banking services in California.

14 5. PLAINTIFF was employed by DEFENDANT in California from February of
15 2021 to April 2, 2024. PLAINTIFF was at all times classified by DEFENDANT as a non-
16 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
17 periods and payment of minimum and overtime wages due for all time worked.

18 6. PLAINTIFF brings this Class Action on behalf of herself and a California class,
19 defined as all individuals who are or previously were employed by Banc of California and/or
20 Pacific Western Bank in California, including any employees staffed with Banc of California
21 and/or Pacific Western Bank by a third party, and classified as non-exempt employees (the
22 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the
23 filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
24 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
25 CLASS Members is under five million dollars (\$5,000,000.00).

26 7. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
27 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
28 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice

which failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable relief.

8. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believe, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

9. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

1 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
2 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
3 worked, meaning the time during which an employee is subject to the control of an
4 employer, including all the time the employee is suffered or permitted to work.
5 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
6 paying them for all the time they are under DEFENDANT's control. Among other things,
7 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
8 be PLAINTIFF'S off-duty meal break. PLAINTIFF was from time to time interrupted by
9 work assignments while clocked out for what should have been PLAINTIFF'S off-duty meal
10 break. DEFENDANT, as a matter of established company policy and procedure, administers
11 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
12 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the
13 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less
14 than they would have been paid had they been paid for actual recorded time rather than
15 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring
16 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that
17 DEFENDANT, as a condition of employment, required these employees to submit to
18 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior
19 to clocking into DEFENDANT's timekeeping system for the workday. As a result,
20 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
21 wage compensation, and off-duty meal breaks by working without their time being correctly
22 recorded and without compensation at the applicable rates. DEFENDANT's policy and
23 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
24 worked, is evidenced by DEFENDANT's business records.

25 11. State and federal law provides that employees must be paid overtime and meal
26 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
27 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
28 pay that is tied to specific elements of an employee's performance.

1 12. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
2 Members’ compensation is DEFENDANT’s non-discretionary incentive program that paid
3 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
4 performance for DEFENDANT. The non-discretionary incentive program provided all
5 employees paid on an hourly basis with incentive compensation when the employees met the
6 various performance goals set by DEFENDANT. However, when calculating the regular
7 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
8 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
9 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
10 overtime pay and meal and rest break premium pay. Management and supervisors described
11 the incentive program to potential and new employees as part of the compensation package.
12 As a matter of law, the incentive compensation received by PLAINTIFF and other
13 CALIFORNIA CLASS Members must be included in the “regular rate of pay.” The failure
14 to do so has resulted in a underpayment of overtime compensation and meal and rest break
15 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

16 13. As a result of their rigorous work schedules, PLAINTIFF and other
17 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
18 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
19 and other CALIFORNIA CLASS Members were required from time to time to perform
20 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
21 receiving a meal break. Further, DEFENDANT from time to time failed to provide
22 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
23 some workdays in which these employees were required by DEFENDANT to work ten (10)
24 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
25 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
26 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
27 without additional compensation and in accordance with DEFENDANT’s corporate policy
28 and practice.

1 14. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
2 CALIFORNIA CLASS Members were also required from time to time to work in excess of
3 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
4 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
5 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
6 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
7 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
8 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
9 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
10 the applicable California Wage Order requires employers to provide employees with off-
11 duty rest periods, which the California Supreme Court defined as time during which an
12 employee is relieved from all work related duties and free from employer control. In so
13 doing, the Court held that the requirement under California law that employers authorize and
14 permit all employees to take rest period means that employers must relieve employees of all
15 duties and relinquish control over how employees spend their time which includes control
16 over the locations where employees may take their rest period. Employers cannot impose
17 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
18 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
19 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
20 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
21 premises during their rest period.

22 15. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
23 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
24 actual amount of time these employees worked. Pursuant to the Industrial Welfare
25 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
26 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
27 employee was subject to the control of an employer, including all the time the employee was
28 permitted or suffered to permit this work. DEFENDANT required these employees to work

1 off the clock without paying them for all the time they were under DEFENDANT's control.
2 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
3 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
4 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
5 working without their time being accurately recorded and without compensation at the
6 applicable minimum wage and overtime wage rates. To the extent that the time worked off
7 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
8 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
9 1197, and 1197.1.

10 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
11 other members of the CALIFORNIA CLASS with complete and accurate wage statements
12 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
13 Code § 226 provides that every employer shall furnish each of his or her employees with an
14 accurate itemized wage statement in writing showing, among other things, gross wages
15 earned and all applicable hourly rates in effect during the pay period and the corresponding
16 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
17 Members were paid on an hourly basis. As such, the wage statements should reflect all
18 applicable hourly rates during the pay period and the total hours worked, and the applicable
19 pay period in which the wages were earned pursuant to California Labor Code Section
20 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
21 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
22 wage statements failed to identify the accurate total hours worked each pay period. When
23 the hours shown on the wage statements were added up, they did not equal the actual total
24 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
25 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
26 itemized wage statement that lists all the requirements under California Labor Code 226 *et*
27 *seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
28

1 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
2 § 226.

3 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
4 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
5 the wages are paid not more than seven (7) calendar days following the close of the payroll
6 period. Cal. Lab. Code § 210 provides:

7 in [I]n addition to, and entirely independent and apart from, any other penalty provided
8 this article, every person who fails to pay the wages of each employee as provided in
9 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
10 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

11 18. DEFENDANT from time to time failed to pay PLAINTIFF and members of
12 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
13 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
14 the “Hourly” regular wage payments.

15 19. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
16 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
17 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
18 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
19 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
20 Members at their base rates of pay.

21 20. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
22 employees be calculated by dividing the employee’s total wages, not including overtime
23 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
24 days of employment.

25 21. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
26 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
27 earned non-discretionary incentive wages which increased their regular rate of pay.
28 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and

1 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
2 pay, as required under Cal. Lab. Code Section 246.

3 22. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
4 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
5 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
6 informed and believes and based thereon alleges that such failure to pay sick pay at regular
7 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
8 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
9 Sections 201-203.

10 23. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
11 to collect or receive from an employee any part of wages theretofore paid by said employer
12 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
13 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
14 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
15 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
16 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
17 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
18 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
19 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

20 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
21 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
22 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
23 consequence of discharging their duties on behalf of DEFENDANT. Under California
24 Labor Code Section 2802, employers are required to indemnify employees for all expenses
25 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
26 states that "an employer shall indemnify his or her employee for all necessary expenditures
27 or losses incurred by the employee in direct consequence of the discharge of his or her
28

1 duties, or of his or her obedience to the directions of the employer, even though unlawful,
2 unless the employee, at the time of obeying the directions, believed them to be unlawful."

3 25. In the course of their employment PLAINTIFF and other CALIFORNIA
4 CLASS Members as a business expense, were required by DEFENDANT to use their own
5 personal cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.
8 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
9 DEFENDANT to use their personal cellular phones. As a result, in the course of their
10 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
11 CLASS incurred unreimbursed business expenses which included, but were not limited to,
12 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
13 DEFENDANT.

14 26. In violation of the applicable sections of the California Labor Code and the
15 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
16 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
17 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved
18 Employees suitable seating when the nature of these employees' work reasonably permitted
19 sitting.

20 27. DEFENDANT knew or should have known that PLAINTIFF and other
21 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
22 not interfere with the performance of their duties, and that DEFENDANT did not provide
23 suitable seating and/or did not allow them to sit when it did not interfere with the
24 performance of their duties.

25 28. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
26 Employees, DEFENDANT violated California Labor Code Section 1198 and California
27 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order
28 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on

1 behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing
2 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
3 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
4 Code and regulations promulgated thereunder as herein alleged.

5 29. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
6 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
7 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
8 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
9 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
10 PLAINTIFF'S missed meal and rest breaks. The nature of the work performed by the
11 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF'S
12 duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
13 provide PLAINTIFF with the legally required meal periods is evidenced by
14 DEFENDANT's business records. The amount in controversy for PLAINTIFF
15 individually does not exceed the sum or value of \$75,000.

16 **JURISDICTION AND VENUE**

17 30. This Court has jurisdiction over this Action pursuant to California Code of
18 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
19 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
20 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

21 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
22 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
23 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
24 facilities in this County and/or conducts substantial business in this County, and (ii)
25 committed the wrongful conduct herein alleged in this County against members of the
26 CALIFORNIA CLASS.

THE CALIFORNIA CLASS

32. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by Banc of California and/or Pacific Western Bank in California, including any employees staffed with Banc of California and/or Pacific Western Bank by a third party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

33. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

34. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

35. DEFENDANT has the legal burden to establish that each and every CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common business practice is applicable to each

1 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
2 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
3 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

4 36. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
5 CLASS Members is impracticable.

6 37. DEFENDANT violated the rights of the CALIFORNIA CLASS under
7 California law by:

- 8 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
9 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
10 and/or deceptively having in place company policies, practices and
11 procedures that failed to record and pay PLAINTIFF and the other
12 members of the CALIFORNIA CLASS for all time worked, including
13 minimum wages owed and overtime wages owed for work performed
14 by these employees; and,
15 (b) Committing an act of unfair competition in violation of the UCL, by
16 failing to provide the PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with the legally required meal and rest periods.

18 38. This Class Action meets the statutory prerequisites for the maintenance of a
19 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 20 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
21 that the joinder of all such persons is impracticable and the disposition
22 of their claims as a class will benefit the parties and the Court;
23 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
24 issues that are raised in this Complaint are common to the
25 CALIFORNIA CLASS will apply to every member of the
26 CALIFORNIA CLASS;
27 (c) The claims of the representative PLAINTIFF are typical of the claims
28 of each member of the CALIFORNIA CLASS. PLAINTIFF , like all

1 the other members of the CALIFORNIA CLASS, was classified as a
2 non-exempt employee paid on an hourly basis who was subjected to the
3 DEFENDANT's deceptive practice and policy which failed to provide
4 the legally required meal and rest periods to the CALIFORNIA CLASS
5 and thereby underpaid compensation to PLAINTIFF and
6 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
7 result of DEFENDANT's employment practices. PLAINTIFF and the
8 members of the CALIFORNIA CLASS were and are similarly or
9 identically harmed by the same unlawful, deceptive and unfair
10 misconduct engaged in by DEFENDANT; and,

- 11 (d) The representative PLAINTIFF will fairly and adequately represent
12 and protect the interest of the CALIFORNIA CLASS, and has retained
13 counsel who are competent and experienced in Class Action litigation.
14 There are no material conflicts between the claims of the representative
15 PLAINTIFF and the members of the CALIFORNIA CLASS that
16 would make class certification inappropriate. Counsel for the
17 CALIFORNIA CLASS will vigorously assert the claims of all
18 CALIFORNIA CLASS Members.

19 39. In addition to meeting the statutory prerequisites to a Class Action, this action
20 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 21 (a) Without class certification and determination of declaratory, injunctive,
22 statutory and other legal questions within the class format, prosecution
23 of separate actions by individual members of the CALIFORNIA
24 CLASS will create the risk of:

- 25 1) Inconsistent or varying adjudications with respect to individual
26 members of the CALIFORNIA CLASS which would establish
27 incompatible standards of conduct for the parties opposing the
28 CALIFORNIA CLASS; and/or,

1 2) Adjudication with respect to individual members of the
2 CALIFORNIA CLASS which would as a practical matter be
3 dispositive of interests of the other members not party to the
4 adjudication or substantially impair or impede their ability to
5 protect their interests.

6 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
7 to act on grounds generally applicable to the CALIFORNIA CLASS,
8 making appropriate class-wide relief with respect to the CALIFORNIA
9 CLASS as a whole in that DEFENDANT failed to pay all wages due to
10 members of the CALIFORNIA CLASS as required by law;

11 1) With respect to the First Cause of Action, the final relief on
12 behalf of the CALIFORNIA CLASS sought does not relate
13 exclusively to restitution because through this claim
14 PLAINTIFF seeks declaratory relief holding that the
15 DEFENDANT's policy and practices constitute unfair
16 competition, along with declaratory relief, injunctive relief, and
17 incidental equitable relief as may be necessary to prevent and
18 remedy the conduct declared to constitute unfair competition;

19 (c) Common questions of law and fact exist as to the members of the
20 CALIFORNIA CLASS, with respect to the practices and violations of
21 California law as listed above, and predominate over any question
22 affecting only individual CALIFORNIA CLASS Members, and a Class
23 Action is superior to other available methods for the fair and efficient
24 adjudication of the controversy, including consideration of:

25 1) The interests of the members of the CALIFORNIA CLASS in
26 individually controlling the prosecution or defense of separate
27 actions in that the substantial expense of individual actions will
28 be avoided to recover the relatively small amount of economic

1 losses sustained by the individual CALIFORNIA CLASS
2 Members when compared to the substantial expense and burden
3 of individual prosecution of this litigation;
4 2) Class certification will obviate the need for unduly duplicative
5 litigation that would create the risk of:
6 A. Inconsistent or varying adjudications with respect to
7 individual members of the CALIFORNIA CLASS, which
8 would establish incompatible standards of conduct for the
9 DEFENDANT; and/or,
10 B. Adjudications with respect to individual members of the
11 CALIFORNIA CLASS would as a practical matter be
12 dispositive of the interests of the other members not
13 parties to the adjudication or substantially impair or
14 impede their ability to protect their interests;
15 3) In the context of wage litigation because a substantial number of
16 individual CALIFORNIA CLASS Members will avoid asserting
17 their legal rights out of fear of retaliation by DEFENDANT,
18 which may adversely affect an individual's job with
19 DEFENDANT or with a subsequent employer, the Class Action
20 is the only means to assert their claims through a representative;
21 and,
22 4) A class action is superior to other available methods for the fair
23 and efficient adjudication of this litigation because class
24 treatment will obviate the need for unduly and unnecessary
25 duplicative litigation that is likely to result in the absence of
26 certification of this action pursuant to Cal. Code of Civ. Proc. §
27 382.
28

1 40. This Court should permit this action to be maintained as a Class Action
2 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 3 (a) The questions of law and fact common to the CALIFORNIA CLASS
4 predominate over any question affecting only individual CALIFORNIA
5 CLASS Members because the DEFENDANT's employment practices
6 are applied with respect to the CALIFORNIA CLASS;
- 7 (b) A Class Action is superior to any other available method for the fair
8 and efficient adjudication of the claims of the members of the
9 CALIFORNIA CLASS because in the context of employment litigation
10 a substantial number of individual CALIFORNIA CLASS Members
11 will avoid asserting their rights individually out of fear of retaliation or
12 adverse impact on their employment;
- 13 (c) The members of the CALIFORNIA CLASS are so numerous that it is
14 impractical to bring all members of the CALIFORNIA CLASS before
15 the Court;
- 16 (d) PLAINTIFF , and the other CALIFORNIA CLASS Members, will not
17 be able to obtain effective and economic legal redress unless the action
18 is maintained as a Class Action;
- 19 (e) There is a community of interest in obtaining appropriate legal and
20 equitable relief for the acts of unfair competition, statutory violations
21 and other improprieties, and in obtaining adequate compensation for the
22 damages and injuries which DEFENDANT's actions have inflicted
23 upon the CALIFORNIA CLASS;
- 24 (f) There is a community of interest in ensuring that the combined assets of
25 DEFENDANT are sufficient to adequately compensate the members of
26 the CALIFORNIA CLASS for the injuries sustained;
- 27 (g) DEFENDANT has acted or refused to act on grounds generally
28 applicable to the CALIFORNIA CLASS, thereby making final class-

1 wide relief appropriate with respect to the CALIFORNIA CLASS as a
2 whole;

3 (h) The members of the CALIFORNIA CLASS are readily ascertainable
4 from the business records of DEFENDANT; and,

5 (i) Class treatment provides manageable judicial treatment calculated to
6 bring a efficient and rapid conclusion to all litigation of all wage and
7 hour related claims arising out of the conduct of DEFENDANT as to
8 the members of the CALIFORNIA CLASS.

9 41. DEFENDANT maintains records from which the Court can ascertain and
10 identify by job title each of DEFENDANT's employees who have been intentionally
11 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
12 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
13 similarly situated employees when they have been identified.

14
15
16 **THE CALIFORNIA LABOR SUB-CLASS**

17 42. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
18 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
19 of the CALIFORNIA CLASS who are or previously were employed by Banc of California
20 and/or Pacific Western Bank in California, including any employees staffed with Banc of
21 California and/or Pacific Western Bank by a third party, and classified as non-exempt
22 employees(the "CALIFORNIA LABOR SUB-CLASS") at any time during the period three
23 (3) years prior to the filing of the complaint and ending on the date as determined by the
24 Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ.
25 Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR
26 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

27 43. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
28 Commission ("IWC") Wage Order requirements, and the applicable provisions of California

1 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
2 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
3 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
4 these employees, even though DEFENDANT enjoyed the benefit of this work, required
5 employees to perform this work and permitted or suffered to permit this work.
6 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
7 which these employees are entitled in order to unfairly cheat the competition and unlawfully
8 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
9 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
10 should be adjusted accordingly.

11 44. DEFENDANT maintains records from which the Court can ascertain and
12 identify by name and job title, each of DEFENDANT's employees who have been
13 intentionally subjected to DEFENDANT's company policy, practices and procedures as
14 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
15 additional job titles of similarly situated employees when they have been identified.

16 45. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
17 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

18 46. Common questions of law and fact exist as to members of the CALIFORNIA
19 LABOR SUB-CLASS, including, but not limited, to the following:

- 20 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
21 pay compensation due to members of the CALIFORNIA LABOR
22 SUB-CLASS for missed meal and rest breaks in violation of the
23 California Labor Code and California regulations and the applicable
24 California Wage Order;
- 25 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the
26 other members of the CALIFORNIA LABOR SUB-CLASS with
27 accurate itemized wage statements;
- 28

- (c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- (d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,
- (e) Whether DEFENDANT's conduct was willful.

47. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;
- (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the

CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,

- (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

48. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,
- (d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS,

1 and has retained counsel who are competent and experienced in Class
2 Action litigation. There are no material conflicts between the claims of
3 the representative PLAINTIFF and the members of the CALIFORNIA
4 LABOR SUB-CLASS that would make class certification
5 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
6 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
7 CLASS Members.

8 49. In addition to meeting the statutory prerequisites to a Class Action, this action
9 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution
12 of separate actions by individual members of the CALIFORNIA
13 LABOR SUB-CLASS will create the risk of:

- 14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA LABOR SUB-CLASS which
16 would establish incompatible standards of conduct for the
17 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
18 2) Adjudication with respect to individual members of the
19 CALIFORNIA LABOR SUB-CLASS which would as a
20 practical matter be dispositive of interests of the other members
21 not party to the adjudication or substantially impair or impede
22 their ability to protect their interests.

23 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
24 acted or refused to act on grounds generally applicable to the
25 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
26 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
27 whole in that DEFENDANT fails to pay all wages due. Including the
28

1 correct wages for all time worked by the members of the
2 CALIFORNIA LABOR SUB-CLASS as required by law;

3 (c) Common questions of law and fact predominate as to the members of
4 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
5 and violations of California Law as listed above, and predominate over
6 any question affecting only individual CALIFORNIA LABOR SUB-
7 CLASS Members, and a Class Action is superior to other available
8 methods for the fair and efficient adjudication of the controversy,
9 including consideration of:

- 10 1) The interests of the members of the CALIFORNIA LABOR
11 SUB-CLASS in individually controlling the prosecution or
12 defense of separate actions in that the substantial expense of
13 individual actions will be avoided to recover the relatively small
14 amount of economic losses sustained by the individual
15 CALIFORNIA LABOR SUB-CLASS Members when compared
16 to the substantial expense and burden of individual prosecution
17 of this litigation;
- 18 2) Class certification will obviate the need for unduly duplicative
19 litigation that would create the risk of:
 - 20 A. Inconsistent or varying adjudications with respect to
21 individual members of the CALIFORNIA LABOR SUB-
22 CLASS, which would establish incompatible standards of
23 conduct for the DEFENDANT; and/or,
 - 24 B. Adjudications with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS would as a
26 practical matter be dispositive of the interests of the other
27 members not parties to the adjudication or substantially
28 impair or impede their ability to protect their interests;

- 1 3) In the context of wage litigation because a substantial number of
2 individual CALIFORNIA LABOR SUB-CLASS Members will
3 avoid asserting their legal rights out of fear of retaliation by
4 DEFENDANT, which may adversely affect an individual's job
5 with DEFENDANT or with a subsequent employer, the Class
6 Action is the only means to assert their claims through a
7 representative; and,
- 8 4) A class action is superior to other available methods for the fair
9 and efficient adjudication of this litigation because class
10 treatment will obviate the need for unduly and unnecessary
11 duplicative litigation that is likely to result in the absence of
12 certification of this action pursuant to Cal. Code of Civ. Proc. §
13 382.

14 50. This Court should permit this action to be maintained as a Class Action
15 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 16 (a) The questions of law and fact common to the CALIFORNIA LABOR
17 SUB-CLASS predominate over any question affecting only individual
18 CALIFORNIA LABOR SUB-CLASS Members;
- 19 (b) A Class Action is superior to any other available method for the fair
20 and efficient adjudication of the claims of the members of the
21 CALIFORNIA LABOR SUB-CLASS because in the context of
22 employment litigation a substantial number of individual
23 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
24 their rights individually out of fear of retaliation or adverse impact on
25 their employment;
- 26 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
27 numerous that it is impractical to bring all members of the
28 CALIFORNIA LABOR SUB-CLASS before the Court;

- 1 (d) PLAINTIFF , and the other CALIFORNIA LABOR SUB-CLASS
2 Members, will not be able to obtain effective and economic legal
3 redress unless the action is maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the acts of unfair competition, statutory violations
6 and other improprieties, and in obtaining adequate compensation for the
7 damages and injuries which DEFENDANT's actions have inflicted
8 upon the CALIFORNIA LABOR SUB-CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of
10 DEFENDANT are sufficient to adequately compensate the members of
11 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally
13 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
14 making final class-wide relief appropriate with respect to the
15 CALIFORNIA LABOR SUB-CLASS as a whole;
- 16 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
17 ascertainable from the business records of DEFENDANT. The
18 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
19 CLASS Members who worked for DEFENDANT in California at any
20 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 21 (i) Class treatment provides manageable judicial treatment calculated to
22 bring a efficient and rapid conclusion to all litigation of all wage and
23 hour related claims arising out of the conduct of DEFENDANT as to
24 the members of the CALIFORNIA LABOR SUB-CLASS.

25
26 **FIRST CAUSE OF ACTION**

27 **For Unlawful Business Practices**

28 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

1 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

2 51. PLAINTIFF , and the other members of the CALIFORNIA CLASS, reallege
3 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
4 this Complaint.

5 52. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
6 Code § 17021.

7 53. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
8 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
9 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
10 competition as follows:

11 Any person who engages, has engaged, or proposes to engage in unfair
12 competition may be enjoined in any court of competent jurisdiction. The court
13 may make such orders or judgments, including the appointment of a receiver,
14 as may be necessary to prevent the use or employment by any person of any
15 practice which constitutes unfair competition, as defined in this chapter, or as
16 may be necessary to restore to any person in interest any money or property,
17 real or personal, which may have been acquired by means of such unfair
18 competition.

19 Cal. Bus. & Prof. Code § 17203.

20 54. By the conduct alleged herein, DEFENDANT has engaged and continues to
21 engage in a business practice which violates California law, including but not limited to, the
22 applicable Industrial Wage Order(s), the California Code of Regulations and the California
23 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
24 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
25 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
26 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
27 held to constitute unfair competition, including restitution of wages wrongfully withheld.

28 55. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
unfair in that these practices violate public policy, were immoral, unethical, oppressive,
unscrupulous or substantially injurious to employees, and were without valid justification or
utility for which this Court should issue equitable and injunctive relief pursuant to Section

1 17203 of the California Business & Professions Code, including restitution of wages
2 wrongfully withheld.

3 56. By the conduct alleged herein, DEFENDANT's practices were deceptive and
4 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
5 mandated meal and rest periods, the required amount of compensation for missed meal and
6 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
7 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
8 Standards Act overtime wages due for overtime worked as a result of failing to include non-
9 discretionary incentive compensation into their regular rates of pay for purposes of
10 computing the proper overtime pay due to a business practice that cannot be justified,
11 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
12 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
13 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
14 restitution of wages wrongfully withheld.

15 57. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
16 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
17 the other members of the CALIFORNIA CLASS to be underpaid during their employment
18 with DEFENDANT.

19 58. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
20 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
21 provide all legally required meal breaks to PLAINTIFF and the other members of the
22 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

23 59. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
24 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
25 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
26 pay for each workday in which a second off-duty meal period was not timely provided for
27 each ten (10) hours of work.
28

1 60. PLAINTIFF further demand on behalf of herself and each member of the
2 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
3 duty paid rest period was not timely provided as required by law.

4 61. By and through the unlawful and unfair business practices described herein,
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
6 the other members of the CALIFORNIA CLASS, including earned wages for all time
7 worked, and has deprived them of valuable rights and benefits guaranteed by law and
8 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
9 allow DEFENDANT to unfairly compete against competitors who comply with the law.

10 62. All the acts described herein as violations of, among other things, the
11 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
12 California Labor Code, were unlawful and in violation of public policy, were immoral,
13 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
14 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
15 *seq.*

16 63. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
17 to, and do, seek such relief as may be necessary to restore to them the money and property
18 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
19 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
20 unfair business practices, including earned but unpaid wages for all time worked.

21 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
22 entitled to, and do, seek a declaration that the described business practices are unlawful,
23 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
24 from engaging in any unlawful and unfair business practices in the future.

25 65. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
26 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
27 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
28 unabated. As a result of the unlawful and unfair business practices described herein,

1 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
2 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
3 from continuing to engage in these unlawful and unfair business practices.

4 **SECOND CAUSE OF ACTION**

5 **For Failure To Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

8 **and Against All Defendants)**

9 66. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
10 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 67. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
13 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
14 California Labor Code and the Industrial Welfare Commission requirements for
15 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF
16 and CALIFORNIA CLASS Members.

17 68. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
18 public policy, an employer must timely pay its employees for all hours worked.

19 69. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
20 the commission is the minimum wage to be paid to employees, and the payment of a less
21 wage than the minimum so fixed is unlawful.

22 70. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
23 wages, including minimum wage compensation and interest thereon, together with the costs
24 of suit.

25 71. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
26 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
27 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
28

1 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
2 other members of the CALIFORNIA LABOR SUB-CLASS.

3 72. DEFENDANT's unlawful wage and hour practices manifested, without
4 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
5 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
6 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
7 wage pay.

8 73. In committing these violations of the California Labor Code, DEFENDANT
9 inaccurately calculated the correct time worked and consequently underpaid the actual time
10 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
11 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
12 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
13 requirements and other applicable laws and regulations.

14 74. As a direct result of DEFENDANT's unlawful wage practices as alleged
15 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
16 did not receive the correct minimum wage compensation for their time worked for
17 DEFENDANT.

18 75. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
19 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
20 Members to work without paying them for all the time they were under DEFENDANT's
21 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
22 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
23 that they were entitled to, constituting a failure to pay all earned wages.

24 76. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
25 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
26 CLASS for the true time they worked, PLAINTIFF and the other members of the
27 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
28

1 injury in amounts which are presently unknown to them and which will be ascertained
2 according to proof at trial.

3 77. DEFENDANT knew or should have known that PLAINTIFF and the other
4 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
5 time worked. DEFENDANT elected, either through intentional malfeasance or gross
6 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
7 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
8 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
9 wages for their time worked.

10 78. In performing the acts and practices herein alleged in violation of California
11 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
12 CLASS for all time worked and provide them with the requisite compensation,
13 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
14 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
15 with a conscious and utter disregard for their legal rights, or the consequences to them, and
16 with the despicable intent of depriving them of their property and legal rights, and otherwise
17 causing them injury in order to increase company profits at the expense of these employees.

18 79. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
19 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
20 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
21 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
22 extent minimum wage compensation is determined to be owed to the CALIFORNIA
23 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
24 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
25 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
26 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
27 conduct as alleged herein was willful, intentional and not in good faith. Further,
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1 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
2 and recover statutory costs.

3 **THIRD CAUSE OF ACTION**

4 **For Failure To Pay Overtime Compensation**

5 **[Cal. Lab. Code § 510]**

6 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
7 **Defendants)**

8 80. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
9 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
10 paragraphs of this Complaint.

11 81. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
12 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
13 California Labor Code and the Industrial Welfare Commission requirements for
14 DEFENDANT's failure to pay these employees for all overtime worked, including, work
15 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
16 and/or forty (40) hours in any workweek.

17 82. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
18 public policy, an employer must timely pay its employees for all hours worked.

19 83. Cal. Lab. Code § 510 further provides that employees in California shall not
20 be employed more than eight (8) hours per workday and more than forty (40) hours per
21 workweek unless they receive additional compensation beyond their regular wages in
22 amounts specified by law.

23 84. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
24 wages, including minimum wage and overtime compensation and interest thereon, together
25 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
26 employee for longer hours than those fixed by the Industrial Welfare Commission is
27 unlawful.

28 85. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and

1 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
2 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
3 including overtime work.

4 86. DEFENDANT's unlawful wage and hour practices manifested, without
5 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
6 implementing a policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
10 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
11 workweek.

12 87. In committing these violations of the California Labor Code, DEFENDANT
13 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
14 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
15 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
16 violation of the California Labor Code, the Industrial Welfare Commission requirements and
17 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
18 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
19 LABOR SUB-CLASS did not receive full compensation for overtime worked.

20 88. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to the
22 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
24 subject to a valid collective bargaining agreement that would preclude the causes of action
25 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
26 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
27 of non-negotiable, non-waiveable rights provided by the State of California.
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1 89. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
3 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

4 90. DEFENDANT failed to accurately pay the PLAINTIFF and the other
5 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
6 worked which was in excess of the maximum hours permissible by law as required by Cal.
7 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
8 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
9 as to which DEFENDANT failed to accurately record and pay as evidenced by
10 DEFENDANT's business records and witnessed by employees.

11 91. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
13 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
14 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
15 injury in amounts which are presently unknown to them and which will be ascertained
16 according to proof at trial.

17 92. DEFENDANT knew or should have known that PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
19 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
20 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
21 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
22 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

23 93. In performing the acts and practices herein alleged in violation of California
24 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
25 CLASS for all overtime worked and provide them with the requisite overtime compensation,
26 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
27 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 with a conscious of and utter disregard for their legal rights, or the consequences to them,

1 and with the despicable intent of depriving them of their property and legal rights, and
2 otherwise causing them injury in order to increase company profits at the expense of these
3 employees.

4 94. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS therefore request recovery of all overtime wages, according to proof, interest,
6 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
7 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
8 extent minimum and/or overtime compensation is determined to be owed to the
9 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
10 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
11 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
12 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
14 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
15 are entitled to seek and recover statutory costs.

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17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 95. PLAINTIFF , and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 96. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
26 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
27 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
28 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA

1 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
2 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
3 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
4 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
5 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
6 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
7 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
8 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
9 second off-duty meal period in some workdays in which these employees were required by
10 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
11 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
12 breaks without additional compensation and in accordance with DEFENDANT's strict
13 corporate policy and practice.

14 97. DEFENDANT further violates California Labor Code §§ 226.7 and the
15 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
16 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
17 the applicable Wage Order, one additional hour of compensation at each employee's regular
18 rate of pay for each workday that a meal period was not provided.

19 98. As a proximate result of the aforementioned violations, PLAINTIFF and
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
21 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
22 suit.

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1 **FIFTH CAUSE OF ACTION**

2 **For Failure to Provide Required Rest Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 99. PLAINTIFF , and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 100. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
10 from time to time required to work in excess of four (4) hours without being provided ten
11 (10) minute rest periods. Further, these employees from time to time were denied their first
12 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
13 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
14 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
15 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

16 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
17 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
18 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
19 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

20 101. DEFENDANT further violated California Labor Code §§ 226.7 and the
21 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
22 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
23 the applicable Wage Order, one additional hour of compensation at each employee's regular
24 rate of pay for each workday that rest period was not provided.

25 102. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
27 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
28 suit.

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1 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
2 wage statements should reflect all applicable hourly rates during the pay period and the total
3 hours worked, and the applicable pay period in which the wages were earned pursuant to
4 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
5 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
6 such information. More specifically, the wage statements failed to identify the accurate total
7 hours worked each pay period. When the hours shown on the wage statements were added
8 up, they did not equal the actual total hours worked during the pay period in violation of
9 Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
10 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
11 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
12 to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
13 CLASS with wage statements which violated Cal. Lab. Code § 226.

14 106. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
15 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
17 expended calculating the correct wages for all missed meal and rest breaks and the amount
18 of employment taxes which were not properly paid to state and federal tax authorities.
19 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
20 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
21 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
22 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
23 226, in an amount according to proof at the time of trial (but in no event more than four
24 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
25 CALIFORNIA LABOR SUB-CLASS herein).

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2 **SEVENTH CAUSE OF ACTION**

3 **For Failure to Reimburse Employees for Required Expenses**

4 **[Cal. Lab. Code § 2802]**

5 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
6 **Defendants)**

7 107. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
8 reallege and incorporate by this reference, as though fully set forth herein, the prior
9 paragraphs of this Complaint.

10 108. Cal. Lab. Code § 2802 provides, in relevant part, that:

11 An employer shall indemnify his or her employee for all necessary
12 expenditures or losses incurred by the employee in direct consequence of the
13 discharge of his or her duties, or of his or her obedience to the directions of the
14 employer, even though unlawful, unless the employee, at the time of obeying
15 the directions, believed them to be unlawful.

16 109. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
17 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
18 CLASS members for required expenses incurred in the discharge of their job duties for
19 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
20 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
21 limited to, costs related to using their personal cellular phones on behalf of and for the
22 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
23 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
24 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
25 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
26 CLASS members for expenses resulting from using their personal cellular phones and home
27 offices for DEFENDANT within the course and scope of their employment for
28 DEFENDANT. These expenses were necessary to complete their principal job duties.
DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this

1 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
2 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
3 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
4 these expenses as an employer is required to do under the laws and regulations of California.

5 110. PLAINTIFF therefore demand reimbursement for expenditures or losses
6 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
7 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
8 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

9 **EIGHTH CAUSE OF ACTION**

10 **For Failure to Pay Wages When Due**

11 **[Cal. Lab. Code §§ 201, 202, 203]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
13 **and Against All Defendants)**

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15 112. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
16 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
17 paragraphs of this Complaint.

18 113. Cal. Lab. Code § 200 provides, in relevant part, that:
19 As used in this article:

20 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
21 standard of time, task, piece, Commission basis, or other method of calculation.

22 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
23 agreement if the labor to be paid for is performed personally by the person
demanding payment.

24 114. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
discharges an employee, the wages earned and unpaid at the time of discharge are due and
25 payable immediately."

26 115. Cal. Lab. Code § 202 provides, in relevant part, that:

27 If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
28 later than 72 hours thereafter, unless the employee has given 72 hours

1 previous notice of his or her intention to quit, in which case the employee
2 is entitled to his or her wages at the time of quitting. Notwithstanding any
3 other provision of law, an employee who quits without providing a 72-
4 hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall
constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

5 116. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
6 SUB-CLASS Members' employment contract.

7 117. Cal. Lab. Code § 203 provides, in relevant part, that:

8 If an employer willfully fails to pay, without abatement or reduction, in
9 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
10 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
for more than 30 days.

11 118. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
12 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
13 owed as required by law. Additionally, at all times during the term of PLAINTIFF's
14 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
15 Members earned and accrued vested vacation and holiday time on the date of their
16 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
17 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-
18 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
19 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
20 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
21 such wages at the regular rate of pay and more specifically the final rate of pay that included
22 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
23 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
24 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
25 including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-
26 discretionary incentive compensation into the vacation wage payment calculations.
27 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
28

1 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
2 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
3 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
4 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
5 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
6 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
7 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
8 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
9 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
10 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
11 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
12 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
13 provide compensation for earned, accrued and vested vacation and holiday time, as well as
14 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
15 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
16 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
17 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday
18 time accumulated at employment termination violated and continues to violate Section 227.3
19 of the California Labor Code.

20 119. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
21 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
22 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
23 of pay as penalty for not paying all wages due at time of termination for all employees who
24 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
25 demands an accounting and payment of all wages due, plus interest and statutory costs as
26 allowed by law.

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2 **NINTH CAUSE OF ACTION**

3 **For Failure to Pay Sick Pay Wages**

4 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

5 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

6 **and Against All Defendants)**

7 120. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
8 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
9 paragraphs of this Complaint.

10 121. Cal Lab. Code § 233 provides that an employer must permit an employee to
11 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
12 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
13 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
14 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
15 right to sick pay wages, which an employer must calculate and compensate based on one of
16 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
17 same manner as the regular rate of pay for the workweek in which the employee uses paid
18 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
19 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
20 total wages, not including overtime premium pay, by the employee's total hours worked in
21 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
22 233, employees may sue to recover underpaid sick pay wages as damages.

23 122. As a matter of policy and practice, DEFENDANT pays sick pay wages to
24 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
25 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
26 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
27 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
28 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS

1 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
2 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
3 employee's total wages, not including overtime premium pay, by the employee's total hours
4 worked in the full pay periods of the prior 90 days of employment. As a result,
5 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
6 CALIFORNIA LABOR-SUB-CLASS.

7 123. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
8 during each calendar month and are to be paid no later than the payday for the next regular
9 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
10 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
11 no later than the payday for the next regular payroll period after accrued sick leave is used
12 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges
13 an employee, wages earned and unpaid at the time of discharge are due and payable
14 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
15 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
16 the employee has given 72-hour notice of his or her intention to quit, in which case the
17 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
18 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
19 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
20 wages of the employee shall continue as a penalty from the due date, and at the same rate
21 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
22 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
23 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
24 sue to recover applicable penalties.

25 124. As alleged herein and as a matter of policy and practice, DEFENDANT
26 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
27 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
28 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,

among other Labor Code provisions. PLAINTIFF IS informed and believes that DEFENDANT was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to PLAINTIFF’S allegations, especially since the California Supreme Court has explained that “[c]ourts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay.” *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable penalties.

125. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney’s fees, and costs of suit.

TENTH CAUSE OF ACTION

[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the FEHA, Participating in Protected Activities, and/or Opposing DEFENDANT’S Failure to Provide Such Rights]

Violation of FEHA Government Section 12900, et. seq.

(By PLAINTIFF Against All Defendants)

126. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

127. In January of 2024, PLAINTIFF went out on worker’s compensation leave as she experienced serious health conditions and stress and anxiety as a result of a hostile work environment while working for DEFENDANT. PLAINTIFF was approved for worker’s compensation leave during this time and was approved by her doctors to go back to work in February of 2024. Upon PLAINTIFF’s return to work, the hostile work environment

1 ensued. Additionally, PLAINTIFF reported to her managers (Rosa Martin the Assistant
2 Branch Manager and Angie Vasquez the Branch Manager) that she believed there was check
3 fraud/money laundering going on with one of DEFENDANT's long time customers.
4 Subsequent to PLAINTIFF requesting the protected leave and going out on worker's
5 compensation leave and subsequent to PLAINTIFF's whistle blowing of the illegal practices
6 described above, DEFENDANT retaliated against PLAINTIFF and terminated her
7 employment in April of 2024. PLAINTIFF was retaliated and discriminated against due to
8 taking the protected leave for her serious health condition that was caused by DEFENDANT
9 and for her reporting of the illegal banking practices she reasonably perceived to be going
10 on at her bank branch. As a result of PLAINTIFF's good faith complaints and requesting
11 protected leave for her serious health issue, DEFENDANT fabricated performance and
12 conduct issues about PLAINTIFF, denied PLAINTIFF employment opportunities,
13 privileges, and wages under the Labor Code, and PLAINTIFF was plagued with ongoing
14 work pressures, obligations, and mistreatment by her supervisors as a result of
15 PLAINTIFF's willingness to raise formal complaints described herein. As a result of the
16 good faith complaints and taking protected leave in direct retaliation for those complaints,
17 DEFENDANT wrongfully terminated PLAINTIFF's employment in or around April of
18 2024. Prior to filing this action PLAINTIFF exhausted his administrative remedies by filing
19 a timely administrative complaint with the Department of Fair Employment and Housing
20 ("DFEH") and received a DFEH Right to Sue letter on December 4th, 2024.

21 128. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
22 Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices,
23 including the following bases for liability:

24 a. Taking adverse employment actions against PLAINTIFF, including
25 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
26 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
27 PLAINTIFF's medical condition and/or requesting protected leave in violation of
28 Government Code Section 12940(a);

1 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
2 whole or in part on the basis of PLAINTIFF's medical condition and/or requesting protected
3 leave;

4 c. Failing to take all reasonable steps to prevent discrimination and
5 harassment based on medical condition and/or requesting protected leave in violation of
6 Government Code section 12940(k);

7 d. Retaliating against PLAINTIFF for seeking to exercise rights
8 guaranteed under FEHA, participating in protected activities, and/or opposing
9 DEFENDANT's failure to provide such rights, in violation of Government Code Section
10 12940(h).

11 129. As a proximate result of DEFENDANT's willful, knowing, and intentional
12 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
13 substantial losses of earnings and other employment benefits.

14 130. As a proximate result of DEFENDANT's willful, knowing, and intentional
15 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
16 humiliation, emotional distress, and physical and mental pain and anguish, all to
17 PLAINTIFF's damage in a sum according to proof.

18 131. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
19 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
20 reasonable attorneys' fees and costs (including expert costs) in an amount according to
21 proof.

22 132. DEFENDANT's misconduct was committed intentionally, in a malicious,
23 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
24 against DEFENDANT.

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1 2024. PLAINTIFF's wrongful termination was for a pretextual reason(s) to disguise
2 DEFENDANT's unlawful employment practices directed at PLAINTIFF.

3 135. Within the State of California there exists a substantial and fundamental public
4 policy, set forth in the California Government Code §12900 *et seq.*, which forbids
5 harassment and retaliation for reporting sexual harassment and/or requesting protected
6 leave. Unlawful harassment includes the right to be free from unwanted, offensive
7 harassment, and the right to protest such conduct without fear of retaliation or further harm.
8 This public policy of the state is one that benefits the public at large and guarantees the
9 rights of an employee to perform their work free from medical condition and/or requesting
10 protected leave/FMLA harassment/discrimination/retaliation.

11 136. The motivating reason(s) for PLAINTIFF's termination were retaliation for
12 reporting medical condition and/or requesting protected leave under the FMLA and
13 PLAINTIFF's protests and/or resistance thereof. PLAINTIFF's discharge from
14 PLAINTIFF's position of employment was in violation of the public policies of the State of
15 California.

16 137. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial
17 losses in earnings and employment benefits and emotional distress in an amount to be
18 determined according to proof at trial.

19 138. In doing the acts herein alleged, DEFENDANT acted with malice and
20 oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is
21 entitled to exemplary and punitive damages from DEFENDANT in an amount to be
22 determined to punish DEFENDANT and to deter such wrongful conduct in the future.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly
25 and severally, as follows:

26 1. On behalf of the CALIFORNIA CLASS:
27
28

- 1 A) That the Court certify the First Cause of Action asserted by the
2 CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ.
3 Proc. § 382;
4
5 B) An order temporarily, preliminarily and permanently enjoining and
6 restraining DEFENDANT from engaging in similar unlawful conduct as
7 set forth herein;
8
9 C) An order requiring DEFENDANT to pay all wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other
11 members of the CALIFORNIA CLASS; and,
12
13 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a
14 fluid fund for restitution of the sums incidental to DEFENDANT's
15 violations due to PLAINTIFF and to the other members of the
16 CALIFORNIA CLASS.

17 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 18 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh,
19 Eighth and Ninth Causes of Action asserted by the CALIFORNIA
20 LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ.
21 Proc. § 382;
22
23 B) Compensatory damages, according to proof at trial, including
24 compensatory damages for minimum and overtime compensation due
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
26 CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS
27 PERIOD plus interest thereon at the statutory rate;
28
C) 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) per
each member of the CALIFORNIA LABOR SUB-CLASS for each
violation in a subsequent pay period, not exceeding an aggregate penalty

1 of four thousand dollars (\$4,000), and an award of costs for violation of
2 Cal. Lab. Code § 226;

3 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7,
4 512 and the applicable IWC Wage Order;

5 E) For liquidated damages pursuant to California Labor Code Sections
6 1194.2 and 1197;

7 F) The amount of the expenses PLAINTIFF and each member of the
8 CALIFORNIA LABOR SUBCLASS incurred in the course of their job
9 duties, plus interest, and costs of suit.; and,

10 G) The wages of all terminated employees in the CALIFORNIA LABOR
11 SUB-CLASS as a penalty from the due date thereof at the same rate until
12 paid or until an action therefore is commenced, in accordance with Cal.
13 Lab. Code § 203.

14 3. On behalf of the Tenth and Eleventh Causes of Action:

15 A) For all special damages which were sustained as a result of
16 DEFENDANT's conduct, including, but not limited to, back pay, front
17 pay, lost compensation and job benefits that PLAINTIFF would have
18 received but for the retaliatory practices of DEFENDANT; and,

19 B) For all exemplary damages, according to proof, which were sustained as
20 a result of DEFENDANT's conduct.

21 4. On all claims:

22 A) An award of interest, including prejudgment interest at the legal rate;

23 B) Such other and further relief as the Court deems just and equitable; and,

24 C) An award of penalties, attorneys' fees and cost of suit, as allowable under
25 the law, including, but not limited to, pursuant to Labor Code §221, §226,
26 §1194, and/or §2802.
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Dated: December 5, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____

Norman B. Blumenthal

Nicholas J. De Blouw

Attorneys for PLAINTIFF

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Dated: December 5, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

Attorneys for PLAINTIFF

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EXHIBIT – 6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

ALMA CASTILLEJOS, on behalf of the State
of California, as a private attorney general,

Plaintiff,

v.

BANC OF CALIFORNIA, a Corporation;
PACIFIC WESTERN BANK, a Corporation;
and DOES 1 through 50, inclusive,

Defendants..

Case No. CVRI2501017

**DECLARATION OF SEAN HARTRANFT OF
APEX CLASS ACTION LLC IN SUPPORT OF
MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION SETTLEMENT**

Action Filed: February 27, 2025

Trial Date: Not Set

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 150 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale settlements efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We maintain the highest level of confidentiality in all our operations. Any employee data and communication received by us will be treated with utmost discretion and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex Class Action ensures that Client and Aggrieved Employee Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard aggrieved employee information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its

1 operations, regularly evaluating the effectiveness of its security measures. Access to aggrieved
2 employee information is limited to employees, agents, or subcontractors who require it to perform
3 their duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information to ensure they do not pose a threat to the security of client or
5 aggrieved employee information. As part of its commitment to data security and industry best
6 practices, Apex Class Action has completed a rigorous third-party audit and is SOC 2 Type 2
7 certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and
8 system integrity. This certification reflects Apex's continued focus on protecting sensitive
9 information through well-documented and consistently applied internal controls. To guarantee
10 the security of the settlement administration process, Apex Class Action maintains Professional
11 Liability and Cyber Liability Insurance coverage, as required by legal standards and best practices
12 in the legal profession.

13 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
14 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
15 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
16 conducting preliminary and final calculations to determine the individual settlement amounts,
17 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
18 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
19 settlement funds and tax forms via First-Class USPS mail.

20 7. The administration fees for Apex Class Action's management of this PAGA
21 settlement will have an actual cost of \$8,490.00, as specified in **Exhibit B**. This document
22 presents a comprehensive plan detailing the specific administration services that will be provided.
23

24 I declare under penalty of perjury under the laws of the state of California that the
25 foregoing is true and correct. Executed this 25th day of September 2026, in Irvine, California.
26

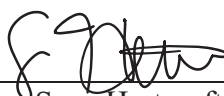
27 
28 Sean Hartranft

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FLSA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Jeffrey Herman
Blumenthal Nordrehaug Bhowmik De Blouw
jeffrey@bamlawca.com
858.551.1223

Case Name:

Banc of California

Date:

Tuesday, September 8, 2026

RFP Number:

15412088

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	1,048
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
Sub Total:				\$700.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$760.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$295.00	1	\$295.00
NCOA Address Update (USPS)	Static Rate	\$268.56	1	\$268.56
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$683.56



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	1,048	\$1,310.00
USPS First Class Postage	Per Piece	\$0.78	1,048	\$817.44
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	210	\$524.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$5,281.44
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00
WILL NOT EXCEED:				\$8,490.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.