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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

KUPER BANK and CANDANCE TURNER,  
individuals, and on behalf of the State of  
California, as private attorneys general,

Plaintiffs,  
vs.

PARADIES SHOPS, LLC, a Limited Liability  
Company; TASTE, INC., a Corporation; and  
DOES 1 through 50, inclusive.

Defendants.

Case No.: **24TRCV02360**

**DECLARATION OF KYLE  
NORDREHAUG IN SUPPORT OF  
MOTION TO APPROVE SETTLEMENT  
PURSUANT TO THE PRIVATE  
ATTORNEYS GENERAL ACT OF 2004**

Hearing

Hearing Date: March 4, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. David K. Reinert

Dept: P

Date Filed: July 15, 2024

Trial Date: Not set

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION**  
2 **FOR APPROVAL OF SETTLEMENT**  
3 **UNDER PRIVATE ATTORNEYS GENERAL ACT**

4 I, Kyle Nordrehaug, declare:

5 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw  
6 LLP ("BNBD"), counsel for Plaintiff Kuper Bank. As such, I am fully familiar with the facts,  
7 pleadings and history of this matter. The following facts are within my own personal knowledge,  
8 and if called as a witness, I could testify competently to the matters stated herein.

9 2. This declaration is being submitted in support of the Motion for an Order granting  
10 approval of the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*  
11 ("PAGA") representative action settlement. The settlement reached between Kuper  
12 Bank and Candace Turner (collectively, "Plaintiffs"), on the one hand, and Defendants Paradies  
13 Shops, L.L.C. and Taste, Inc. ("Defendants"), on the other hand, is set forth in the PAGA  
14 Settlement Agreement ("Agreement") submitted with this motion.  
15

16  
17 **Experience of BNBD**

18 3. I have represented hundreds of thousands of employees in hundreds of legal  
19 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal  
20 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of  
21 wage and hour class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug  
22 Bhowmik De Blouw LLP have been appointed class counsel in contested motions for class  
23 certification including many consolidated wage and hour matters.

24 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP is also very experienced in  
25 representative PAGA actions, having litigated and resolved hundreds of such PAGA claims.  
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the briefing and  
27 argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803  
28 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame

1 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to  
2 persuade the Ninth Circuit of the importance of the substantive rights of the State of California  
3 under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug  
4 Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the  
5 PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has  
6 recently engaged in noted appellate work on the subject of class actions in the California Court  
7 of Appeals resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v.*  
8 *Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative  
9 action waiver in an employment-related arbitration agreement was unenforceable); *Altman v.*  
10 *Solarcity Corp.*, No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016)  
11 (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the  
12 Daily Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top  
13 Labor & Employment Attorney 2016.

14  
15 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of  
16 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De  
17 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount  
18 of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.  
19 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,  
20 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of  
21 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv)  
22 Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*,  
23 Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v)  
24 Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior  
25 Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman  
26 Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court  
27 of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service  
28 International in the amount of \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*,

1 Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy  
2 Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*, Superior Court for  
3 the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of \$835,000  
4 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No.  
5 CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,  
6 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the  
7 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of  
8 Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000  
9 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-  
10 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,  
11 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the  
12 amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles,  
13 Case No. 21STCV21110); (x) Gurnick Academy of Medical Arts in the amount of \$545,000  
14 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case  
15 No. 22-CIV-01185); and, (xi) *Gonzalez v. Lancaster Hospital Corporation* (Los Angeles  
16 Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating  
17 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent  
18 settlement and the PAGA Payment here is greater on a per pay period basis than similar  
19 settlements that my firm has previously negotiated, and which courts have approved.

20  
21 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing  
22 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP  
23 was "qualified counsel with extensive experience in class action litigation." *McPhail v. First*  
24 *Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other  
25 contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De  
26 Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court  
27 include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v.*  
28 *Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS

1 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016  
2 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-  
3 BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*,  
4 U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17,  
5 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1,  
6 2017). Some examples of heavily contested State Court wage and hour class actions where class  
7 certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity*  
8 *Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);  
9 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897  
10 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case  
11 No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County  
12 Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's*  
13 *Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018);  
14 *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016);  
15 *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016);  
16 *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11,  
17 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-  
18 00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-  
19 CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-  
20 00231219 (Nov. 23, 2009).

21  
22 (d) Over the course of the litigation, a number of attorneys in my firm have  
23 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik  
24 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1.  
25 Some of the major cases our firm has undertaken are also set forth in Exhibit #1. The attorneys  
26 involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive  
27 representative and class litigation experience, much of it in the area of consumer class actions,  
28 employment class actions, securities litigation, unfair business practices and other complex

1 litigation. The attorneys at my firm have extensive experience in cases involving labor code  
2 violations and overtime claims. Class Counsel has litigated similar wage and hour cases against  
3 other employers on behalf of employees, including cases against Sharp Healthcare, Walmart,  
4 Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,  
5 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart,  
6 Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California  
7 State Automobile Association. It is this level of experience which enabled the firm to undertake  
8 the instant matter and to successfully combat the resources of the defendants and their capable  
9 and experienced counsel. On account of the concerted and dedicated effort this case required in  
10 order to properly handle and prosecute, Class Counsel were precluded from taking other cases,  
11 and in fact, had to turn away other potential fee generating cases.  
12

13  
14 The Settlement Is Fair, Reasonable and Adequate:

15 4. On November 4, 2024, Plaintiff Bank filed with the LWDA and served on  
16 Defendants a notice under Labor Code section 2699.3, stating that Plaintiff Gama intended to  
17 serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for  
18 alleged Labor Code violations. On October 1, 2025, Plaintiff Bank filed and served an amended  
19 notice, and on October 16, 2025, Plaintiff Bank filed and served a second amended notice.  
20 These amended notices added Defendant Taste, Inc. and Plaintiff Turner along with additional  
21 claims plead in the Turner Action. Collectively, these notices by Plaintiff Bank are referred to as  
22 the "Bank PAGA Notice". A true and correct copy of the Bank PAGA Notice is attached hereto  
23 as Exhibit #2. The Bank PAGA Notice alleged violations of California Labor Code §§ 201, 202,  
24 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,  
25 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-  
26 (B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and  
27 the applicable Industrial Welfare Commission Wage Order(s), and attached a copy of the  
28 complaint by Plaintiff Bank as an exhibit to the Bank PAGA Notice. The LWDA elected not to

1 investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and  
2 § 2699.3(a)), Plaintiff Bank was “deputized” to proceed with a civil lawsuit for civil penalties on  
3 behalf of himself, the LWDA, and other allegedly “aggrieved employees.”

4 5. On July 15, 2024, Plaintiff Bank filed a PAGA representative action in the  
5 Superior Court of California for the County of Los Angeles, Case Number 24TRCV02360 (the  
6 “Bank Action”) seeking civil penalties on behalf of himself and Aggrieved Employees against  
7 Defendants under PAGA as alleged in the Bank PAGA Notice, and individual claims for  
8 discrimination, retaliation, and wrongful termination.

9 6. On October 17, 2025, Plaintiff Bank filed a First Amended Complaint in the Bank  
10 Action adding Defendant Taste, Inc. and Plaintiff Turner along with additional claims pled in the  
11 Turner Action initiated on May 13, 2024 and pending in Superior Court of the State of  
12 California, County of Sacramento. The First Amended Complaint is the operative complaint in  
13 the Action (the “Operative Complaint.”).

14 7. On May 6, 2025, the Parties participated in an all-day mediation presided over by  
15 Tagore Subramaniam, an experienced mediator. At the mediation, the Parties engaged in  
16 intensive settlement discussions, debated their respective positions, and exchanged views  
17 regarding the strengths and weaknesses of the alleged claims and defenses. Following a full day  
18 of arms’ length settlement discussions, and with the help of the mediator, the Parties were able to  
19 reach an agreement to resolve the Action. The Parties thereafter negotiated and finalized the  
20 terms in the Agreement.

21 10. In this case, the Settlement reached in the total non-reversionary amount of  
22 \$285,000.00 as the Gross Settlement Amount is the product of substantial effort by the Parties  
23 and counsel should be approved as fair, reasonable and adequate. The Settlement was the result  
24 of arms-length negotiations during mediation and extensive follow up thereafter between  
25 experienced counsel. The Settlement was only reached after factual and legal investigation and  
26 research, careful evaluation of the respective parties' strengths and weaknesses, and diligent  
27 negotiation efforts. In preparation for mediation and during the settlement negotiations that  
28

1 followed, Defendants disclosed that there were approximately 381 potentially aggrieved  
2 employees and 7,850 pay periods. For mediation purposes, Plaintiffs' counsel estimated a  
3 maximum exposure of approximately \$2,571,350 in civil penalties. This estimate did not take  
4 into account any of the risks of continued litigation and assumed a violation for every pay period.  
5 Plaintiffs' counsel also assessed multiple penalties for the same pay period for the same alleged  
6 violations of different Labor Code provisions and derivative violations. The settlement is a  
7 negotiated compromise which took into account risks related to liability, damages, and all the  
8 defenses asserted by Defendant. I believe in the fairness of the settlement that is based on  
9 factoring in the uncertainty and risks to Plaintiffs involved in not prevailing on the PAGA claim  
10 or the theories alleged and potential for appeals. Based on the foregoing data and our own  
11 independent investigation and evaluation, I am of the opinion that the settlement with the  
12 Defendant for the consideration and on the terms set forth in the Settlement is fair, reasonable,  
13 and adequate in light of all known facts and circumstances, including the risk of significant  
14 delay, the defenses asserted by Defendant, and numerous potential appellate issues. Additional  
15 detail concerning the risks of specific violations is set forth as follows:  
16

17           A.       **Risks Associated with Plaintiffs' Claim That Defendants Failed to Pay**  
18 **All Earned Wages.** The potential difficulty in proving that off-the-clock work occurred poses a  
19 significant hurdle to Plaintiffs. Plaintiffs likely would need to rely on declarations and witness  
20 statements to prove this claim at trial. Plaintiffs would rely heavily on anecdotal evidence to  
21 prove the off-the-clock work claim, especially given the lack of records indicating the start time  
22 and end time for such off-the-clock work.

23           B.       **Risks Associated with Plaintiffs' Claim That Defendants Failed to**  
24 **Provide All Meal Periods.** Defendants contend they did not impede, discourage, or prohibit  
25 Plaintiffs or any other employees from taking their meal periods. Defendants' policies require  
26 employees to take at least one 30-minute, uninterrupted meal period and record the beginning  
27 and ending time of their meal breaks each day on their time records. The random sample of time  
28 records produced by Defendants to Plaintiffs in advance of mediation shows that meal periods

1 were taken a majority of the time. Of the time records that show a late, short, short or missed  
2 meal period, individualized evidence may be necessary to determine whether they occurred due  
3 to conduct of Defendants. Accordingly, there is a substantial risk that the Court would  
4 significantly reduce the recoverable amount of civil penalties for unprovided meal periods at  
5 trial.

6           **C.       Risks Associated With Plaintiffs' Claim That Defendants Failed to**  
7 **Authorize or Permit All Rest Period.** Employers are not required to keep records of rest  
8 periods, which are paid. Defendants contend they provided non-exempt employees the  
9 opportunity to take rest periods in compliance with California law. Plaintiffs would depend on  
10 sample witness testimony and surveys to prove the rest period claim at trial. While Plaintiffs  
11 could prevail on this claim, relevant caselaw makes such claims potentially risky from a due  
12 process perspective. Accordingly, there is risk that the Court could significantly reduce the  
13 recoverable amount of civil penalties for unprovided rest periods.  
14

15           **D.       Risks Associated with Plaintiffs' Claim That Defendants Failed To**  
16 **Reimburse Them for Necessary Business Expenses.** Plaintiffs allege that Defendants required  
17 Plaintiffs and the Aggrieved Employees to use their cell phones for work and failed to reimburse  
18 them for these necessary business expenses. Defendants contend that they supplied their  
19 employees with all necessary work equipment and had an expense reimbursement policy.  
20 Therefore, there is a risk that the Court may consider Plaintiffs' claim to be individual in nature  
21 and thus decline to allow a trial on behalf of all Aggrieved Employees and the State of  
22 California.

23           **11.       Investigation Provided Substantial Information to Enter into an Informed**  
24 **and Reasonable Settlement.** Plaintiffs analyzed multiple sources of information before, during,  
25 and after the mediation that empowered them to achieve an informed and reasonable PAGA  
26 Settlement. Plaintiffs' analysis included, but was not limited to, the following: 1) Plaintiffs'  
27 personnel files; 2) a representative, random sample of the Aggrieved Employees' time and  
28 payroll records; 3) Defendants' relevant policies during the PAGA Period; and 4) statutes and

caselaw on PAGA claims and related claims.

12. PAGA Counsel request \$95,000 (one-third of the \$285,000 Gross PAGA Settlement Amount) for the PAGA Counsel Fees Payment and up to \$30,000 for the PAGA Counsel Litigation Expenses Payment, which is consistent with the written retainer agreements PAGA Counsel entered into with Plaintiffs. The payment of attorneys' fees and costs to Plaintiffs' Counsel under the Agreement is supported by several factors. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of \$285,000.00, and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work performed and contributions to the case. The experience of counsel in litigating wage and hour class actions and representative cases and the experience of opposing counsel also support the reasonableness of the fee request. Third, the consideration of the enhancement factors justifies the enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. As set forth in the Agreement, the Plaintiffs have agreed in writing in the Agreement that The Attorneys' Fees Award shall be allocated among Plaintiffs' Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 30% to The Kick Law Firm, and 20% to The Law Office of Nick Rosenthal, APC.

13. **Lodestar.** As detailed in the accompanying billing statement for my firm, a true and correct copy of which is attached hereto as Exhibit #3, the current lodestar for my firm in this court matter as of February 3, 2026 is **\$113,062.50** for more than 166 hours of work prosecuting the claims being resolved by the Agreement. The billing statement attached hereto as Exhibit #3 details the tasks performed and also itemize the hours worked by each attorney.

14. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450

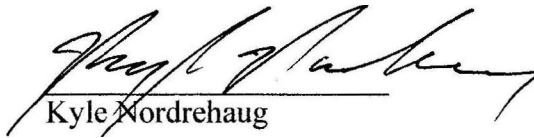
1 to \$750, Paralegals are \$250. My firm's hourly rates are based upon the Laffey Matrix with the  
2 appropriate 2% increase adjustment for Southern California. A true and correct copy of the  
3 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved  
4 by Court's throughout California, including the Courts in the Superior Court of California. In  
5 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's  
6 "rates generally appear reasonable and 'in line with those prevailing in the [relevant]  
7 community'—the Central District of California". Finally, the reasonableness of Class Counsel's  
8 hourly rates is further confirmed by comparing such rates with the rates of comparable counsel  
9 practicing complex and class litigation as detailed in the National Law Journal Billing Survey.  
10 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563  
11 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and  
12 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within  
13 21 other firms practicing in the Southern District of California.) This survey is useful to show  
14 that Class Counsel's rates are in line with the comparable rates of the defense counsel that  
15 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in  
16 cases currently being prosecuted by Class Counsel. In another example from several years ago,  
17 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by  
18 Class Counsel (one of the most frequent opposing counsel), charged rates as high as \$875 for  
19 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these  
20 types of cases, in years past historically charged between \$900 and \$750 for partners and \$755  
21 and \$335 for associates. Thus, the rates charged by my firm for comparable work are less than  
22 these examples and are therefore undoubtedly reasonable.

24       15.     **Expenses.** The litigation expenses incurred by my firm in the amount of  
25 \$21,596.28 were all reasonably necessary to the litigation of the claims resolved by this  
26 settlement and are detailed in Exhibit #3 attached hereto. The expenses by my firm include  
27 filing fees, e-filing charges (One Legal), attorney service charges (Knox), mediation expenses,  
28

1 and expert exhibits (Berger). These are the types of charges normally billed by my firm and  
2 were reasonably incurred in the prosecutions of the PAGA claim resolved by the Agreement.

3 16. **Administration.** Before agreeing to Apex Class Action Administration's "not-to-  
4 exceed" bid of \$5,500, the Parties obtained and reviewed bids from other reputable and  
5 experienced third-party administrators, which provided higher bids. Thus, the Administrator  
6 Expenses Payment provision is fair and reasonable and warrants approval.

7  
8 I declare under the penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct. Executed this 4th day of February, 2026, at South Lake Tahoe,  
10 California.

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13 Kyle Nordrehaug  
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**EXHIBIT #1**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 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

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Admitted: 2020, California

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

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Admitted: 2024, California; 2014, Mexico

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Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> 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, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEBC-MK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-CU-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case 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; Lesevic 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; Porras 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. 19STCV30808; 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 Court, 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. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #2**

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:  
1004

January 23, 2024  
CA3095

## VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency  
Online Filing

Paradies Shops, LLC  
Certified Mail #9589071052700182377416  
CSC - Lawyers Incorporating Service  
Becky DeGeorge  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

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, 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 Paradies Shops, LLC in California, including any employees staffed with Paradies Shops, LLC by a third party, and classified as non-exempt employees during the time period of January 23, 2024 until a date as determined by the Court. Our offices represent Plaintiff Kuper Bank (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Paradies Shops, LLC (“Defendant”). Plaintiff has been employed with Defendant since March of 2023 in California and 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. 5<sup>th</sup> 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 Plaintiff, 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 or 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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October 1, 2025  
CA3095  
LWDA-CM-1006883-24

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                     |
|----------------------------------------|-------------------------------------|
| Labor and Workforce Development Agency | Paradies Shops, LLC                 |
| Online Filing                          | Certified Mail #                    |
|                                        | CSC - Lawyers Incorporating Service |
|                                        | Becky DeGeorge                      |
|                                        | 2710 Gateway Oaks Drive, Suite 150N |
|                                        | Sacramento, CA 95833                |

Re: Amended 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, 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 Paradies Shops, LLC and Taste, Inc. (“Defendants”) in California, including any employees staffed with Paradies Shops, LLC by a third party, and classified as non-exempt employees during the time period of January 23, 2024 to July 6, 2025. Our offices represent Plaintiffs Kuper Bank and Candace Turner (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Defendants.

Plaintiff Bank was employed with Defendants between March of 2023 and March of 2024 in California and at all times classified by Defendants 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.

Plaintiff Turner was employed with Defendants between February of 2022 and August of 2022 in California and at all times classified by Defendants 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.

Defendants, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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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. Specifically, Plaintiffs and other Aggrieved Employees were subject to off-the-clock work before each shift. For instance, Plaintiff Bank and other Aggrieved Employees were required to park his car at the employees' parking lot, which is located 20 minutes walking distance, and go through TSA screening, which would take him five (5) minutes. As a further instance, Plaintiff Turner and other Aggrieved Employees were subject to off-the-clock mandatory temperature checks when they arrived at work, which took approximately 2-5 minutes per day. In addition, Defendants required Plaintiff Bank and other Aggrieved Employees to work before and after scheduled shifts. For instance, Plaintiff Bank was required to monitor his cell phone for supervisor's text messages and phone calls.

Moreover, when Defendants required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. For instance, when Defendants required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, such as respond to supervisor's text message and phone calls on their personal cell phones, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise and/or provide Plaintiffs 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. 5<sup>th</sup> 98, 110 (2017). Specifically, Plaintiff Bank and Aggrieved Employees were regularly denied their rest breaks and were not provided with a schedule for said breaks. For instance, due to lack of coverage and Defendants' requirement that Plaintiff Bank notify his manager an hour in advance of each 10 minute break, Plaintiff Bank was not able leave his post for his rest periods. Moreover, Plaintiff Bank was not paid for all of his paid rest periods, despite requiring these periods be recorded. Similarly, Defendants failed to provide Plaintiffs with their legally-required off-duty meal periods. Specifically, due to a strict 30-minute meal period policy, Defendants required Plaintiff Bank and other Aggrieved Employees to monitor their location. For instance, Plaintiff Bank was required to "not go too far" so he could arrive on-time at the end of his 30 minute meals. Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. For instance, Defendants failed to pay for all hours worked as stated above. Plaintiffs and other Aggrieved Employees were required to work off-the-clock before and after their scheduled shifts. However, Defendants have yet to pay Plaintiffs and Aggrieved Employees for this time.

Plaintiffs further contends that Defendants failed to provide accurate wage statements to Plaintiffs, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiffs 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 Defendants provided to Plaintiffs 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, Plaintiffs contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiffs began and ended each shift and meal period. For example, Plaintiff Bank was required to end his meal early to arrive on-the-dot at the end of his 30 minute meal period. Defendants' records did not reflect Plaintiff Bank's shortened meal period.

Plaintiffs 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. Defendants failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Specifically, there were no dedicated seats that provided Plaintiffs and other Aggrieved Employees with a place to sit when not engaged in active tasks.

Plaintiffs further contends that Defendants failed to reimburse them for all necessary business expenses that they incurred in performance of their tasks and assignments by Defendants. Specifically, Plaintiff Bank used his personal cell phone to communicate with management and co-workers both during and outside his work hours. Defendants did not provide Plaintiff Bank with a walkie-talkie or a radio, nor did it reimburse Plaintiff Bank and other Aggrieved Employees for the cost of using their phones, despite the obvious need to keep their employees in communication.

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 11070(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 Plaintiffs against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendants, 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. Plaintiffs therefore incorporate 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 Plaintiffs to proceed with the Complaint against Defendants 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 Plaintiffs and all Aggrieved Employees.

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

Respectfully,

*/s/ Brooke W. Waldrop*

Brooke W. Waldrop, Esq.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

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WRITERS E-MAIL:  
brooke@bamlawca.com

WRITERS DIRECT LINE:  
(858) 260-8349

October 16, 2025  
CA3095  
LWDA-CM-1006883-24

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

|                                        |                                     |
|----------------------------------------|-------------------------------------|
| Labor and Workforce Development Agency | Paradies Shops, LLC                 |
| Online Filing                          | Certified Mail #                    |
|                                        | CSC - Lawyers Incorporating Service |
|                                        | Becky DeGeorge                      |
|                                        | 2710 Gateway Oaks Drive, Suite 150N |
|                                        | Sacramento, CA 95833                |

Re: Second Amended 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,  
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 Paradies Shops, LLC and Taste, Inc. (“Defendants”) in California, including any employees staffed with Paradies Shops, LLC by a third party, and classified as non-exempt employees during the time period of January 23, 2023 to July 6, 2025. Our offices represent Plaintiffs Kuper Bank and Candace Turner (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Defendants.

Plaintiff Bank was employed with Defendants between March of 2023 and March of 2024 in California and at all times classified by Defendants 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.

Plaintiff Turner was employed with Defendants between February of 2022 and August of 2022 in California and at all times classified by Defendants 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.

Defendants, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendants 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 Plaintiffs and all Aggrieved Employees.

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

Respectfully,

*/s/ Brooke W. Waldrop*

Brooke W. Waldrop, Esq.

**EXHIBIT #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 02/03/2026  
Due On: 03/05/2026

Kuper Bank  
67240 Garbino Tr  
Cathedral City, CA 92234

**CA3095**

## Paradies Shops

### Services

| Attorney | Date       | Notes                                                                                                                                                                                                                                                                                         | Quantity | Rate     | Total      |
|----------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| NDB      | 09/04/2023 | Review and analyze original intake notes and attorney work product. Legal research regarding related litigation in state and federal court. Analyze previous settlements and approval documents. Research Defendant's business operations in CA. Review facts and law discuss with Plaintiff. | 3.50     | \$850.00 | \$2,975.00 |
| NDB      | 09/09/2023 | Review emails and documents from Plaintiff regarding DFEH and retaliation claims. Review and analyze off the clock work tasks. Legal research regarding the same.                                                                                                                             | 2.90     | \$850.00 | \$2,465.00 |
| NDB      | 09/10/2023 | Review and analyze entire employment file for legal claims. Review all pay stubs for wage and hour claims. Legal research regarding the same. Obtain background facts for drafting complaint.                                                                                                 | 3.80     | \$850.00 | \$3,230.00 |
| NDB      | 09/13/2023 | Review arbitration agreement and facts surrounding the signing of agreement. Review procedural and substantive unconscionability claims. Legal research regarding recent Court opinions concerning motions to compel arbitration.                                                             | 3.10     | \$850.00 | \$2,635.00 |
| NDB      | 09/14/2023 | Review case file and documents. Draft complaint.                                                                                                                                                                                                                                              | 1.90     | \$850.00 | \$1,615.00 |
| NDB      | 09/17/2023 | Review facts and law. Draft Complaint.                                                                                                                                                                                                                                                        | 2.50     | \$850.00 | \$2,125.00 |

|     |            |                                                                                                                                                           |      |          |            |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| NDB | 09/20/2023 | Review and revise complaint. Send to Plaintiff for approval. Discuss with plaintiff.                                                                      | 2.30 | \$850.00 | \$1,955.00 |
| NDB | 09/29/2023 | Review facts and documents. Draft internal case notes memo detailing facts and specific violations.                                                       | 2.10 | \$850.00 | \$1,785.00 |
| NDB | 01/23/2024 | Review and research PAGA claims and penalties. Draft PAGA Notice. Review document file.                                                                   | 1.80 | \$850.00 | \$1,530.00 |
| NDB | 01/24/2024 | Review and analyze DFEH allegations in complaint and document file. Draft and obtain right to sue notice. Status update with Plaintiff.                   | 1.40 | \$850.00 | \$1,190.00 |
| RE  | 03/19/2024 | Review case notes/damage analysis                                                                                                                         | 0.50 | \$675.00 | \$337.50   |
| RE  | 03/19/2024 | Review & analyze employment file documents                                                                                                                | 1.50 | \$675.00 | \$1,012.50 |
| RE  | 03/20/2024 | Review, edit & revise class action complaint; finalize draft and forward to ND                                                                            | 2.20 | \$675.00 | \$1,485.00 |
| RE  | 03/21/2024 | Confer w ND re recent termination of plaintiff & editing complaint to add 203 claim and delete individual claims in L.A. class action                     | 0.40 | \$675.00 | \$270.00   |
| RE  | 05/09/2024 | Revise class action complaint; add 203 claim; finalize class action complaint draft for filing                                                            | 2.00 | \$675.00 | \$1,350.00 |
| RE  | 05/09/2024 | Draft civil case cover sheet & addendum/ statement of location & summons re class action                                                                  | 0.50 | \$675.00 | \$337.50   |
| RE  | 05/09/2024 | Review & finalize class action complaint package; file in LA Sup. Ct.                                                                                     | 0.50 | \$675.00 | \$337.50   |
| RE  | 05/10/2024 | Review court-returned docs re class action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference | 0.50 | \$675.00 | \$337.50   |
| YS  | 05/31/2024 | Telephone call to court re complex fees paid. Clerk confirmed fees were paid                                                                              | 0.20 | \$250.00 | \$50.00    |
| YS  | 06/10/2024 | Update internal monthly spreadsheet with case. Review calendar for upcoming deadlines in June: none.                                                      | 0.20 | \$250.00 | \$50.00    |
| YS  | 06/19/2024 | Update internal master spreadsheet with case.                                                                                                             | 0.10 | \$250.00 | \$25.00    |
| RE  | 07/02/2024 | Review file; prep docs for service of process; identify reg agent; send out for service via knox re class action                                          | 0.75 | \$675.00 | \$506.25   |
| RE  | 07/05/2024 | Draft PAGA only complaint w/individual claims; email to ND re potential additional individual claim(s)                                                    | 4.00 | \$675.00 | \$2,700.00 |
| NDB | 07/05/2024 | Review PAGA Notice. Review and revise PAGA Only complaint. Analyze and review email from R. Ehmann. Review and research individual claims                 | 1.80 | \$850.00 | \$1,530.00 |

|    |            |                                                                                                                                                                                                                                                  |      |          |            |
|----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | of Plaintiff.                                                                                                                                                                                                                                    |      |          |            |
| RE | 07/15/2024 | Draft summons & civil case cover sheet/<br>addendum re PAGA action                                                                                                                                                                               | 0.50 | \$675.00 | \$337.50   |
| RE | 07/15/2024 | Review & finalize PAGA complaint package; file in<br>LA Sup. Ct.                                                                                                                                                                                 | 0.50 | \$675.00 | \$337.50   |
| CL | 07/15/2024 | Review and analyze letter from K. Suttle re:<br>arbitration agreement and motion to compel<br>arbitration; review and analyze arbitration<br>agreement; Discuss with Kyle re: same.                                                              | 1.40 | \$750.00 | \$1,050.00 |
| CL | 07/15/2024 | Email to K. O'Connor re response to letter from K.<br>Suttle re: arbitration agreement and motion to<br>compel arbitration.                                                                                                                      | 0.30 | \$750.00 | \$225.00   |
| CL | 07/16/2024 | Email from/to B. Martin re: request for dismissal<br>and arbitration.                                                                                                                                                                            | 0.20 | \$750.00 | \$150.00   |
| RE | 07/17/2024 | Review court-returned documents re PAGA<br>action; review docket; memo to firm re judicial/<br>department assignment and status of initial case<br>management conference                                                                         | 0.50 | \$675.00 | \$337.50   |
| RE | 07/17/2024 | Provide notice to LWDA of PAGA action filing                                                                                                                                                                                                     | 0.40 | \$675.00 | \$270.00   |
| YS | 07/18/2024 | Prepare shells for pleading-style Request for<br>Dismissal, Declaration of CTL, Proposed Order<br>and POS                                                                                                                                        | 1.00 | \$250.00 | \$250.00   |
| CL | 07/19/2024 | Draft Joint Prosecution Agreement; Email to Nick<br>Rosenthal re same.                                                                                                                                                                           | 0.50 | \$750.00 | \$375.00   |
| CL | 07/19/2024 | Email from/to Nick Rosenthal re finalized Joint<br>Prosecution Agreement.                                                                                                                                                                        | 0.20 | \$750.00 | \$150.00   |
| CL | 07/19/2024 | Receipt and review Order re OSC for failure to file<br>POS.                                                                                                                                                                                      | 0.20 | \$750.00 | \$150.00   |
| CL | 07/19/2024 | Receipt and review Notice of CMC.                                                                                                                                                                                                                | 0.20 | \$750.00 | \$150.00   |
| CL | 07/23/2024 | Email from/to N. Rosenthal re: executed JPA and<br>request for client signature.                                                                                                                                                                 | 0.20 | \$750.00 | \$150.00   |
| CL | 07/23/2024 | Revise and Finalize Request for dismissal,<br>Proposed Order and 3.770 Declaration.                                                                                                                                                              | 0.50 | \$750.00 | \$375.00   |
| YS | 07/24/2024 | Finalize Request for Dismissal, Declaration of<br>CTL, Proposed Order and POS for service. File<br>via Onelegal. Email to OPC re courtesy copy.<br>Email to Chrystal/Taylor re service on Defs via<br>USPS. Email to Court Docs for circulation. | 0.60 | \$250.00 | \$150.00   |
| CL | 07/25/2024 | Email from B. Martin re: Request for Dismissal.                                                                                                                                                                                                  | 0.20 | \$750.00 | \$150.00   |
| YS | 07/25/2024 | Update internal spreadsheet re class info and<br>discovery with class case. Update status of case                                                                                                                                                | 0.30 | \$250.00 | \$75.00    |

|                                            |            |                                                                                                                                                                                   |      |          |            |
|--------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| on discovery spreadsheet: to be dismissed. |            |                                                                                                                                                                                   |      |          |            |
| YS                                         | 07/25/2024 | Update internal spreadsheet re discovery with PAGA case.                                                                                                                          | 0.20 | \$250.00 | \$50.00    |
| YS                                         | 07/25/2024 | Review Notice of PAGA CMC. Plaintiff ordered to serve. Summons not served yet, notice to be served with summons.                                                                  | 0.20 | \$250.00 | \$50.00    |
| SB                                         | 08/22/2024 | Review complaint, analyze, advise ND                                                                                                                                              | 2.60 | \$450.00 | \$1,170.00 |
| NDB                                        | 08/30/2024 | Review late payment of wage claims under Section 204. Review and analyze vacation pay claims. Legal research. Analyze case file and court docket and research related litigation. | 2.80 | \$850.00 | \$2,380.00 |
| RE                                         | 08/31/2024 | Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for service via Knox                                                                  | 0.75 | \$675.00 | \$506.25   |
| RE                                         | 09/10/2024 | File proof of service of summons re PAGA action; memo to firm re post service written discovery                                                                                   | 0.50 | \$675.00 | \$337.50   |
| VR                                         | 10/15/2024 | Review and Analyze: review and analyze arbitration agreement; review correspondence between parties; review court's orders; advise NDB; meet and confer with Def                  | 1.60 | \$750.00 | \$1,200.00 |
| VR                                         | 10/18/2024 | Review and Revise: review joint stipulation re responsive pleading deadline; correspondence to Def                                                                                | 0.30 | \$750.00 | \$225.00   |
| VR                                         | 11/18/2024 | Review and Revise: review and revise joint stipulation to stay; review arbitration agreement; review correspondence between parties; advise NDB                                   | 1.10 | \$750.00 | \$825.00   |
| VR                                         | 11/18/2024 | Review and Analyze: review correspondence between parties; review mediation confirmation; correspondence to co-counsel; advise NDB                                                | 0.60 | \$750.00 | \$450.00   |
| CL                                         | 12/02/2024 | Review and analyze docket in preparation for Case Management Conference; Review and analyze Order re stipulation to stay pending mediation.                                       | 0.30 | \$750.00 | \$225.00   |
| ASC                                        | 12/02/2024 | Review mediation confirmation; inquire as to number of Aggrieved Employees                                                                                                        | 0.30 | \$450.00 | \$135.00   |
| CL                                         | 12/03/2024 | Receipt and review Order on the Stipulation to Stay Case Pending Mediation; Discuss number of AEs and mediation with Tori and Adolfo.                                             | 0.30 | \$750.00 | \$225.00   |
| YS                                         | 12/03/2024 | Review corr. from Defs re employee #. Update internal spreadsheet with class info.                                                                                                | 0.20 | \$250.00 | \$50.00    |
| CL                                         | 12/26/2024 | Review and analyze docket re: case management conference and order staying case pending                                                                                           | 0.30 | \$750.00 | \$225.00   |

|     |            |                                                                                                                                                                                                                        |      |          |            |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | mediation.                                                                                                                                                                                                             |      |          |            |
| YS  | 01/09/2025 | Create alert task for PAGA case via courtlinks.                                                                                                                                                                        | 0.10 | \$250.00 | \$25.00    |
| NDB | 02/17/2025 | Review and analyze related litigation. Review rounding and off the clock claims. Analyze vacation pay claims. Prepare for mediation.                                                                                   | 2.20 | \$850.00 | \$1,870.00 |
| YS  | 03/19/2025 | Review corr. from Co-P re revisions to service list. Prepare POS for file with Def's/Co-P's info                                                                                                                       | 0.20 | \$250.00 | \$50.00    |
| ASC | 03/20/2025 | Draft Mediation Data Request                                                                                                                                                                                           | 1.00 | \$450.00 | \$450.00   |
| ASC | 03/21/2025 | Finalize and serve MDR                                                                                                                                                                                                 | 0.30 | \$450.00 | \$135.00   |
| CL  | 03/28/2025 | Email from K. Atkinson re: meet and confer re: mediation data request and proposed production.                                                                                                                         | 0.40 | \$750.00 | \$300.00   |
| ASC | 04/03/2025 | Email to Defense Counsel re status of production of mediation data, and number of AEs                                                                                                                                  | 0.30 | \$450.00 | \$135.00   |
| ASC | 04/11/2025 | Email to K. Atkinson re number of AE and Pay Periods, and mediation data production                                                                                                                                    | 0.30 | \$450.00 | \$135.00   |
| CL  | 04/15/2025 | Email from K. Atkinson re: plaintiff's time and pay records.                                                                                                                                                           | 0.20 | \$750.00 | \$150.00   |
| ASC | 04/16/2025 | Download mediation data, discuss analysis with expert                                                                                                                                                                  | 0.50 | \$450.00 | \$225.00   |
| NDB | 04/16/2025 | Review case file and court docket. Review and analyze data produced for mediation purposes. Analyze pay stubs exemplars for 226 and regular rate violations. Legal research regarding the same. Prepare for mediation. | 4.40 | \$850.00 | \$3,740.00 |
| NDB | 04/19/2025 | Research previous settlements with similar pay periods and claims for mediation valuation. Analyze Plaintiff's individual claims and damages. Research recent cases on DFEH claims.                                    | 2.90 | \$850.00 | \$2,465.00 |
| ASC | 04/21/2025 | Follow up with K. Atkinson re mediation data production                                                                                                                                                                | 0.30 | \$450.00 | \$135.00   |
| YS  | 04/22/2025 | Review P's documents. Organize and add bates stamps. Create and update exhibit book.                                                                                                                                   | 0.40 | \$250.00 | \$100.00   |
| YS  | 04/22/2025 | Review and organize Def's documents. Update exhibit book. Add flow chart to case, update with document info.                                                                                                           | 0.80 | \$250.00 | \$200.00   |
| CL  | 04/22/2025 | Email from K. Atkinson re: mediation data.                                                                                                                                                                             | 0.20 | \$750.00 | \$150.00   |
| ASC | 04/23/2025 | Follow up with K. Atkinson re mediation data production                                                                                                                                                                | 0.30 | \$450.00 | \$135.00   |
| ASC | 04/23/2025 | Review mediation data points; update mediation charts                                                                                                                                                                  | 1.00 | \$450.00 | \$450.00   |

|     |            |                                                                                                                                                                                                                                   |      |          |            |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| ASC | 04/23/2025 | Review and summarize<br>PARADIES_SHOPS_000202-328                                                                                                                                                                                 | 1.00 | \$450.00 | \$450.00   |
| ASC | 04/23/2025 | Review and summarize<br>PARADIES_SHOPS_000064-201                                                                                                                                                                                 | 1.00 | \$450.00 | \$450.00   |
| ASC | 04/25/2025 | Email to K. Atkinson re production of sample data<br>for mediation                                                                                                                                                                | 0.30 | \$450.00 | \$135.00   |
| YS  | 04/28/2025 | Update Box folder for expert with sample time/pay<br>data. Email to expert.                                                                                                                                                       | 0.30 | \$250.00 | \$75.00    |
| ASC | 04/28/2025 | Review sample time and payroll data for<br>mediation, update mediation chart and fwd to<br>expert for analysis                                                                                                                    | 1.00 | \$450.00 | \$450.00   |
| ASC | 04/28/2025 | Review PARADIES_SHOPS_000001-PARADIE<br>S_SHOPS_000328 (Redacted)                                                                                                                                                                 | 3.00 | \$450.00 | \$1,350.00 |
| ASC | 04/29/2025 | Email expert                                                                                                                                                                                                                      | 0.30 | \$450.00 | \$135.00   |
| ASC | 04/29/2025 | Call with plaintiff re mediation                                                                                                                                                                                                  | 1.50 | \$450.00 | \$675.00   |
| ASC | 04/29/2025 | Prepare mediation brief                                                                                                                                                                                                           | 2.50 | \$450.00 | \$1,125.00 |
| ASC | 04/30/2025 | Revise mediation brief and add wrongful<br>termination facts                                                                                                                                                                      | 1.50 | \$450.00 | \$675.00   |
| ASC | 05/01/2025 | Review experts analysis and finalize draft<br>mediation brief                                                                                                                                                                     | 1.50 | \$450.00 | \$675.00   |
| SB  | 05/02/2025 | Speak with client in advance of mediation,<br>analyze claims, advise AJB                                                                                                                                                          | 2.80 | \$450.00 | \$1,260.00 |
| CL  | 05/05/2025 | Email from N. Rosenthal re: mediation log in.                                                                                                                                                                                     | 0.30 | \$750.00 | \$225.00   |
| SB  | 05/05/2025 | Prepare for mediation, review and analyze<br>mediation brief, advise AJB                                                                                                                                                          | 2.80 | \$450.00 | \$1,260.00 |
| NDB | 05/05/2025 | Review all mediation materials including<br>mediation briefs and exhibits thereto. Review and<br>analyze expert damage and penalty report and<br>notes and assumptions. Review and analyze<br>Plaintiff's individual allegations. | 1.50 | \$850.00 | \$1,275.00 |
| GG  | 05/06/2025 | Reviewed email from AJ re research docs,<br>downloaded, and saved to file.                                                                                                                                                        | 0.20 | \$250.00 | \$50.00    |
| SB  | 05/06/2025 | Attend mediation                                                                                                                                                                                                                  | 8.00 | \$450.00 | \$3,600.00 |
| AB  | 05/06/2025 | Prep and appear for mediation.                                                                                                                                                                                                    | 5.00 | \$895.00 | \$4,475.00 |
| CL  | 05/12/2025 | Draft Joint Notice of mediation or request to lift<br>stay; Review and analyze order staying case;<br>review and analyze mediator's proposal and<br>deadlines in preparation for same.                                            | 0.60 | \$750.00 | \$450.00   |
| CL  | 05/13/2025 | Email form K. Atkinson re: notice of settlement.                                                                                                                                                                                  | 0.20 | \$750.00 | \$150.00   |

|     |            |                                                                                                                                                                                                                    |      |          |            |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| CL  | 05/13/2025 | Revise Joint Notice of Settlement; Email to K. Atkinson re: same.                                                                                                                                                  | 0.40 | \$750.00 | \$300.00   |
| CL  | 05/13/2025 | Revise and analyze revisions to Joint Notice of Settlement; Finalize Joint Notice of Settlement; Email to K. Atkinson re: service and filing.                                                                      | 0.40 | \$750.00 | \$300.00   |
| YS  | 05/15/2025 | Review courtlinks alert re Minutes re Notice of Settlement. Download minutes from docket, update file. Email to Chrystal for calendaring.                                                                          | 0.30 | \$250.00 | \$75.00    |
| YS  | 05/19/2025 | Review Minutes re Non-Appearance Case Review Re: Joint Notice of Settlement -- Plaintiff ordered to serve. Prepare POS. Email to OPC re minutes.                                                                   | 0.40 | \$250.00 | \$100.00   |
| YS  | 05/28/2025 | Review courtlinks alert re 5/14 Minutes and upcoming event of 8/29 OSC hearing. Confirm the OSC hrg is calendared.                                                                                                 | 0.10 | \$250.00 | \$25.00    |
| NDB | 06/13/2025 | Review and analyze case file. Review mediation notes and results. Review MOU terms and send MOU to Plaintiff. Follow up discussion regarding terms and signature.                                                  | 1.40 | \$850.00 | \$1,190.00 |
| BW  | 06/25/2025 | Review Minute Order re Notice of Settlement and case file concerning draft of statement to court due tomorrow                                                                                                      | 0.20 | \$750.00 | \$150.00   |
| BW  | 06/25/2025 | Review Order re Stay pending mediation and case file concerning draft of statement to court due tomorrow for Non-Appearance Case Review; confer with att'y C. LeVu re same and necessity for filing same statement | 0.60 | \$750.00 | \$450.00   |
| BW  | 06/25/2025 | Review Memorandum of Understanding re terms and conditions of settlement                                                                                                                                           | 0.60 | \$750.00 | \$450.00   |
| BW  | 06/25/2025 | Draft PAGA only Settlement Agreement                                                                                                                                                                               | 1.00 | \$750.00 | \$750.00   |
| BW  | 06/25/2025 | Draft Plaintiff's Status Report as per communications with att'y C. LeVu                                                                                                                                           | 0.60 | \$750.00 | \$450.00   |
| BW  | 06/25/2025 | Draft and send bid request to Apex Settlement Administrators                                                                                                                                                       | 0.20 | \$750.00 | \$150.00   |
| BW  | 06/25/2025 | Draft and send bid request to ILYM Group, Inc.                                                                                                                                                                     | 0.20 | \$750.00 | \$150.00   |
| YS  | 06/26/2025 | Finalize Pltf's status report for service. Prepare POS. File via Onelegal. Email to OPC/Co-P re status report. Email to Court Docs for circulation.                                                                | 0.60 | \$250.00 | \$150.00   |
| BW  | 06/26/2025 | Review settlement administration bid from Apex                                                                                                                                                                     | 0.20 | \$750.00 | \$150.00   |
| BW  | 06/27/2025 | Review and finalize PAGA only settlement agreement for review by att'ys K. Nordrehaug and C. LeVu                                                                                                                  | 0.50 | \$750.00 | \$375.00   |

|     |            |                                                                                                                                                                  |      |          |            |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| BW  | 06/30/2025 | Draft Individual Settlement                                                                                                                                      | 2.30 | \$750.00 | \$1,725.00 |
| BW  | 06/30/2025 | Email to N. Rosenthal re attorneys' fee percentage for Ms. Turner                                                                                                | 0.10 | \$750.00 | \$75.00    |
| BW  | 07/02/2025 | Review and revise PAGA Settlement Agreement                                                                                                                      | 0.30 | \$750.00 | \$225.00   |
| BW  | 07/02/2025 | Review and revise Individual Settlement Agreement                                                                                                                | 0.30 | \$750.00 | \$225.00   |
| BW  | 07/03/2025 | Review and revise PAGA Settlement Agreement; confer with att'y K. Nordrehaug re same                                                                             | 1.30 | \$750.00 | \$975.00   |
| BW  | 07/03/2025 | Review and revise Individual Settlement Agreement; emails to/from att'y N. De Blouw re same                                                                      | 1.00 | \$750.00 | \$750.00   |
| BW  | 07/03/2025 | Draft and revise Stipulation to file First Amended Complaint and First Amended Complaint, including reviewing dockets and Turner complaint                       | 0.80 | \$750.00 | \$600.00   |
| BW  | 07/03/2025 | Emails to/from co-counsel Nick Rosenthal re drafting PAGA settlement, individual settlement, stipulation for First Amended Complaint and First Amended Complaint | 0.30 | \$750.00 | \$225.00   |
| YS  | 07/03/2025 | Revise formatting of FAC draft                                                                                                                                   | 0.80 | \$250.00 | \$200.00   |
| YS  | 07/03/2025 | Review status of case, Confirm 7/11 Non appear case review hearing on calendar, confirm info to appear remotely, schedule reminder hearing for team.             | 0.40 | \$250.00 | \$100.00   |
| BW  | 07/09/2025 | Email to co-counsel concerning PAGA-only settlement agreement                                                                                                    | 0.10 | \$750.00 | \$75.00    |
| ASC | 07/11/2025 | Monitor Court's website re Non-Appearance Case Review Re: Completion of the Private Mediation, Taken Off Calendar                                                | 0.50 | \$450.00 | \$225.00   |
| BW  | 07/16/2025 | Communication regarding costs for co-counsel, including conferring with att'y C. LeVu and emailing co-counsel att'y. N. Rosenthal                                | 0.70 | \$750.00 | \$525.00   |
| BW  | 07/16/2025 | Review of co-counsel's redlines to PAGA settlement agreement                                                                                                     | 0.50 | \$750.00 | \$375.00   |
| BW  | 07/16/2025 | Email with co-counsel re individual settlement agreement and further information from PAGA settlement agreement note                                             | 0.30 | \$750.00 | \$225.00   |
| BW  | 07/16/2025 | Communicate with att'y K. Nordrehaug re: if current version is final version of the settlement agreement to send to opposing counsel                             | 0.30 | \$750.00 | \$225.00   |
| BW  | 07/16/2025 | Review and revise drafts of Stipulation to file FAC and FAC, including confer with att'y C. LeVu re revisions                                                    | 0.60 | \$750.00 | \$450.00   |

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|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| BW | 07/17/2025 | Email to opposing counsel re stipulation to file FAC and FAC                                                                                                                                                                    | 0.30 | \$750.00 | \$225.00 |
| BW | 07/17/2025 | Emails to/from co-counsel re stipulation to file FAC and FAC                                                                                                                                                                    | 0.60 | \$750.00 | \$450.00 |
| BW | 07/28/2025 | Draft and send email to opposing counsel re long form settlement agreements, including reviewing correspondence with group to find procedural posture of negotiations                                                           | 0.30 | \$750.00 | \$225.00 |
| BW | 08/06/2025 | Communicate with opposing counsel re settlement agreement                                                                                                                                                                       | 0.30 | \$750.00 | \$225.00 |
| YS | 08/12/2025 | Update internal master and discovery spreadsheet with status of case: settling.                                                                                                                                                 | 0.10 | \$250.00 | \$25.00  |
| BW | 08/14/2025 | Review Orders and correspondence with opposing counsel re drafting Plaintiff's statement for the OSC                                                                                                                            | 0.30 | \$750.00 | \$225.00 |
| BW | 08/14/2025 | Email with K. Atkinson re settlement agreement                                                                                                                                                                                  | 0.30 | \$750.00 | \$225.00 |
| BW | 08/14/2025 | Draft Plaintiff's report re OSC re Dismissal; file and serve Plaintiff's report re Dismissal                                                                                                                                    | 0.50 | \$750.00 | \$375.00 |
| CL | 08/14/2025 | Email from K. Atkinson re: revisions to PAGA Settlement Agreement.                                                                                                                                                              | 0.20 | \$750.00 | \$150.00 |
| BW | 08/18/2025 | Email from K. Atkinson re individual settlement agreement                                                                                                                                                                       | 0.20 | \$750.00 | \$150.00 |
| YS | 08/22/2025 | Review status of case, Confirm 8/29 OSC re Settlement hearing still on calendar, circulate link to appear remotely. Arrange hearing reminder for team.                                                                          | 0.40 | \$250.00 | \$100.00 |
| BW | 08/25/2025 | Review and analyze correspondence, docket, and orders; Draft and send memorandum to file re current circumstances and strategy for completing settlement agreement and settlement agreement approval; confer with att'y C. LeVu | 0.30 | \$750.00 | \$225.00 |
| BW | 08/28/2025 | Review Defendant's redlines to settlement agreement; draft and revise proposed redlines; draft and send email to K. Nordrehaug re Def redlines and proposed redlines                                                            | 1.00 | \$750.00 | \$750.00 |
| BW | 08/28/2025 | Review Defendant's redlines to stipulation to file FAC; draft and revise proposed redlines; draft and send email to K. Nordrehaug re Def redlines and proposed redlines                                                         | 0.50 | \$750.00 | \$375.00 |
| BW | 08/28/2025 | Draft and revise Amended PAGA letter re further factual allegations and theories of liability; confer with N. De Blouw re current standard of factual detail                                                                    | 0.70 | \$750.00 | \$525.00 |

|    |            |                                                                                                                                                             |      |          |          |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| BW | 08/29/2025 | Attend hearing re OSC re Settlement                                                                                                                         | 0.70 | \$750.00 | \$525.00 |
| BW | 08/29/2025 | Draft and send memo to file re events and rulings at hearing                                                                                                | 0.20 | \$750.00 | \$150.00 |
| BW | 09/02/2025 | Strategy re Amended PAGA letter and new standards                                                                                                           | 0.10 | \$750.00 | \$75.00  |
| BW | 09/04/2025 | Email K. Atkinson re individual settlement                                                                                                                  | 0.30 | \$750.00 | \$225.00 |
| BW | 09/04/2025 | Review Defendant's redlines to long-form settlement agreement and stipulation to file FAC; confer with att'y K. Nordrehaug and C. LeVu                      | 0.30 | \$750.00 | \$225.00 |
| CL | 09/04/2025 | Review and revise Stipulation to File FAC; Discuss with Brooke re; same.                                                                                    | 0.30 | \$750.00 | \$225.00 |
| BW | 09/05/2025 | Review comments and notes from K. Nordrehaug; finalize agreement to send to co-counsel N. Rosenthal                                                         | 0.30 | \$750.00 | \$225.00 |
| BW | 09/05/2025 | Further review and analyze MOU re necessary terms and action to finalize settlement agreement and file for approval                                         | 0.20 | \$750.00 | \$150.00 |
| BW | 09/05/2025 | Email with N. Rosenthal re settlement agreement and stipulation to file FAC                                                                                 | 0.30 | \$750.00 | \$225.00 |
| BW | 09/09/2025 | Review MOU re file amended PAGA letter and First Amended Complaint                                                                                          | 0.20 | \$750.00 | \$150.00 |
| BW | 09/09/2025 | Further Draft First Amended Complaint                                                                                                                       | 0.40 | \$750.00 | \$300.00 |
| BW | 09/09/2025 | Email with N. Rosenthal re drafts of PAGA letter and First Amended Complaint                                                                                | 0.30 | \$750.00 | \$225.00 |
| BW | 09/11/2025 | Review and analyze MOU and case file re strategy for filing motion for approval of settlement; draft memo re strategy of same                               | 0.20 | \$750.00 | \$150.00 |
| BW | 09/15/2025 | Review case file re if hearing date has been secured yet; contact staff re obtaining hearing date and/or call court and find out process for obtaining date | 0.10 | \$750.00 | \$75.00  |
| BW | 09/15/2025 | Email with B. Martin redlines to joint stipulation and Amended PAGA letter                                                                                  | 0.20 | \$750.00 | \$150.00 |
| BW | 09/15/2025 | Revise joint stipulation for leave to file FAC                                                                                                              | 0.20 | \$750.00 | \$150.00 |
| BW | 09/15/2025 | Draft Amended PAGA letter re further factual allegations and theories of liability                                                                          | 0.20 | \$750.00 | \$150.00 |
| YS | 09/16/2025 | Review local rules re requesting date for MPA hearing.                                                                                                      | 0.30 | \$250.00 | \$75.00  |
| BW | 09/18/2025 | Review Defendant's further redlines to PAGA settlement agreement; draft further redlines to                                                                 | 0.80 | \$750.00 | \$600.00 |

|    |            |                                                                                                                                                                                                                  |      |          |          |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
|    |            | PAGA settlement agreement; confer with att'y P. Mukherjee re potential redlines; review Turner docket re drafting further redlines to PAGA settlement agreement                                                  |      |          |          |
| BW | 09/22/2025 | Email with co-counsel N. Rosenthal re settlement agreement                                                                                                                                                       | 0.20 | \$750.00 | \$150.00 |
| BW | 09/23/2025 | Revise Amended PAGA Letter re adding Taste, Inc. and end period of settlement period                                                                                                                             | 0.30 | \$750.00 | \$225.00 |
| BW | 09/23/2025 | Revise SAC re adding Taste, Inc. and end period of settlement period                                                                                                                                             | 0.20 | \$750.00 | \$150.00 |
| BW | 09/23/2025 | Email with B. Martin re Second Amended Complaint and Amended PAGA Letter                                                                                                                                         | 0.30 | \$750.00 | \$225.00 |
| CL | 09/23/2025 | Review and analyze Stipulation for Leave to File FAC; Discuss revisions with Brooke.                                                                                                                             | 0.30 | \$750.00 | \$225.00 |
| BW | 09/23/2025 | Review Defendant's redlines to stipulation to file First Amended Complaint and draft further redlines re Plaintiff's options if the settlement should fail to be approved; confer with att'y C. LeVu re redlines | 0.50 | \$750.00 | \$375.00 |
| BW | 09/23/2025 | Email with N. Rosenthal re redlines to the stipulation to file FAC including Defendant's and ours                                                                                                                | 0.30 | \$750.00 | \$225.00 |
| BW | 09/23/2025 | Review co-counsel's redlines and finalize redlines to stipulation to file First Amended Complaint                                                                                                                | 0.20 | \$750.00 | \$150.00 |
| BW | 09/24/2025 | Revise joint prosecution agreement; email with A. Bhowmik re revisions                                                                                                                                           | 0.50 | \$750.00 | \$375.00 |
| BW | 09/24/2025 | Email with N. Rosenthal re revisions to joint prosecution agreement                                                                                                                                              | 0.30 | \$750.00 | \$225.00 |
| BW | 09/24/2025 | Attention to terms and conditions of MOU re settlement agreement approval                                                                                                                                        | 0.30 | \$750.00 | \$225.00 |
| BW | 09/26/2025 | Review Defendant-drafted individual agreement for Plaintiff Bank; draft and revise redlines to agreement                                                                                                         | 0.90 | \$750.00 | \$675.00 |
| BW | 09/26/2025 | Review Defendant-drafted individual agreement for Plaintiff Turner; draft and revise redlines to agreement                                                                                                       | 0.50 | \$750.00 | \$375.00 |
| BW | 09/26/2025 | Communicate with att'y N. De Blouw; revise redlines according to notes from att'y N. De Blouw                                                                                                                    | 0.50 | \$750.00 | \$375.00 |
| BW | 09/26/2025 | Email with co-counsel N. Rosenthal re further redlines to individual settlement agreement and neutral reference paragraph                                                                                        | 0.50 | \$750.00 | \$375.00 |
| BW | 09/26/2025 | Revise Turner and Bank settlement agreements                                                                                                                                                                     | 0.40 | \$750.00 | \$300.00 |

|                                                                                  |            |                                                                                                                                                                            |      |          |          |
|----------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| with Neutral Reference as per emails with att'ys<br>N. Rosenthal and N. De Blouw |            |                                                                                                                                                                            |      |          |          |
| BW                                                                               | 09/26/2025 | Email with B. Martin re individual settlement agreements                                                                                                                   | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/01/2025 | Submit Amended PAGA letter to LWDA, including researching previously filed PAGA letters for filed cases and further information re Taste, Inc.                             | 0.60 | \$750.00 | \$450.00 |
| BW                                                                               | 10/01/2025 | Email with B. Martin re submitted Amended PAGA letter and signature for stipulation                                                                                        | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/06/2025 | Draft and send memorandum to file re strategy to obtain final approval of settlement; confer with att'y C. LeVu re strategy                                                | 0.20 | \$750.00 | \$150.00 |
| BW                                                                               | 10/06/2025 | Emails with B. Martin re stipulation to file FAC                                                                                                                           | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/06/2025 | Email co-counsel N. Rosenthal re final draft of joint stipulation to file the amended complaint                                                                            | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/07/2025 | Email with co-counsel re stipulation to file FAC                                                                                                                           | 0.30 | \$750.00 | \$225.00 |
| YS                                                                               | 10/07/2025 | Finalize Joint stip to file FAC for service -- attach FAC draft to stip. Prepare and add POS. File via Onelegal. Email to OPC re sip. Email to Court Docs for circulation. | 0.90 | \$250.00 | \$225.00 |
| BW                                                                               | 10/08/2025 | Receipt and respond to email from client re strategy for obtaining approval of settlement agreement                                                                        | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/10/2025 | Email with B. Martin re settlement agreements                                                                                                                              | 0.20 | \$750.00 | \$150.00 |
| BW                                                                               | 10/16/2025 | Review redline requests from B. Martin; confer with att'y N. De Blouw re further Defendant redlines                                                                        | 0.50 | \$750.00 | \$375.00 |
| BW                                                                               | 10/16/2025 | Draft and revise individual settlement agreement for Turner                                                                                                                | 0.20 | \$750.00 | \$150.00 |
| BW                                                                               | 10/16/2025 | Draft and revise individual settlement agreement for Brick                                                                                                                 | 0.20 | \$750.00 | \$150.00 |
| BW                                                                               | 10/16/2025 | Email with co-counsel N. Rosenthal re final redlines to individual agreements                                                                                              | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/16/2025 | Obtain and review order re Joint Stipulation for Leave for Plaintiff's FAC; confer with staff re filing FAC                                                                | 0.30 | \$750.00 | \$225.00 |
| BW                                                                               | 10/16/2025 | Email with K. Atkinson re second amended PAGA letter                                                                                                                       | 0.20 | \$750.00 | \$150.00 |
| BW                                                                               | 10/16/2025 | Draft second amended PAGA letter                                                                                                                                           | 0.10 | \$750.00 | \$75.00  |
| BW                                                                               | 10/16/2025 | Email with B. Martin re further redlines to                                                                                                                                | 0.20 | \$750.00 | \$150.00 |

|                                 |            |                                                                                                                                                                                                                                                                                                                                                                                |      |          |            |
|---------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| individual settlement agreement |            |                                                                                                                                                                                                                                                                                                                                                                                |      |          |            |
| YS                              | 10/17/2025 | Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.                                                                                                                                                                                                                                                            | 0.60 | \$250.00 | \$150.00   |
| BW                              | 10/20/2025 | Emails with B. Martin re individual agreement redlines                                                                                                                                                                                                                                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| CL                              | 10/23/2025 | Email from B. Martin re: meet and confer re: approval of PAGA Agreement.                                                                                                                                                                                                                                                                                                       | 0.20 | \$750.00 | \$150.00   |
| BW                              | 10/29/2025 | Email with B. Martin re new client rep and further redlines or approval of individual settlement agreement                                                                                                                                                                                                                                                                     | 0.30 | \$750.00 | \$225.00   |
| BW                              | 11/04/2025 | Email with B. Martin re individual settlement agreement                                                                                                                                                                                                                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| BW                              | 11/06/2025 | Email with B. Martin re individual settlement agreement                                                                                                                                                                                                                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| BW                              | 11/25/2025 | Email with B. Martin re individual settlement agreement                                                                                                                                                                                                                                                                                                                        | 0.20 | \$750.00 | \$150.00   |
| BW                              | 12/03/2025 | Email with co-counsel re individual settlement agreement; email with opposing counsel re individual settlement agreement                                                                                                                                                                                                                                                       | 0.40 | \$750.00 | \$300.00   |
| BW                              | 12/04/2025 | Draft Plaintiffs' Status Report, including reviewing and analyzing correspondence; draft redline and clean version of PAGA settlement agreement re including date filed of amended complaint; draft and send email to opposing counsel re individual settlement and obtaining signatures for the PAGA settlement agreement; email with co-counsel re Plaintiffs' status report | 1.00 | \$750.00 | \$750.00   |
| YS                              | 12/04/2025 | Finalize joint status report for service. Prepare POS. File via Onelegal. Email to OPC re status report. Email to Court Docs for circulation.                                                                                                                                                                                                                                  | 0.60 | \$250.00 | \$150.00   |
| BW                              | 12/10/2025 | Email and review emails with opposing counsel re settlement agreement                                                                                                                                                                                                                                                                                                          | 0.30 | \$750.00 | \$225.00   |
| BW                              | 12/19/2025 | Prepare for, log on, and appear at OSC re Dismissal re PAGA Settlement                                                                                                                                                                                                                                                                                                         | 0.50 | \$750.00 | \$375.00   |
| BW                              | 12/19/2025 | Draft and send to file memorandum re events and orders at OSC re Dismissal                                                                                                                                                                                                                                                                                                     | 0.30 | \$750.00 | \$225.00   |
| PM                              | 01/06/2026 | Review and revise and finalize long form settlement agreement; review MOU.                                                                                                                                                                                                                                                                                                     | 2.00 | \$750.00 | \$1,500.00 |
| PM                              | 01/07/2026 | Review and revise draft individual settlement agreements.                                                                                                                                                                                                                                                                                                                      | 1.00 | \$750.00 | \$750.00   |
| CL                              | 01/08/2026 | Email from K. Atkinson re: revisions to the                                                                                                                                                                                                                                                                                                                                    | 0.20 | \$750.00 | \$150.00   |

|                                               |            |                                                                                                               |      |                     |            |
|-----------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------|------|---------------------|------------|
| individual agreements and Bank's PAGA filing. |            |                                                                                                               |      |                     |            |
| PM                                            | 01/12/2026 | Review and finalize individual settlement agreement.                                                          | 0.50 | \$750.00            | \$375.00   |
| BW                                            | 01/20/2026 | Review minutes with court; confer with att'y P. Mukherjee re drafting of Motion for Approval                  | 0.30 | \$750.00            | \$225.00   |
| BW                                            | 01/21/2026 | Review declarations for PAGA Approval Motion                                                                  | 0.10 | \$750.00            | \$75.00    |
| PM                                            | 01/21/2026 | Review billing; review status of settlement agreements and their execution; review motion for leave to amend. | 0.75 | \$750.00            | \$562.50   |
| YS                                            | 01/27/2026 | Telephone call to clerk re continuing MPA hearing date. Email to team.                                        | 0.30 | \$250.00            | \$75.00    |
| YS                                            | 01/28/2026 | Telephone call to clerk re continuing MPA hearing date. Email to team.                                        | 0.20 | \$250.00            | \$50.00    |
| KN                                            | 02/03/2026 | Review email from counsel; memo to staff; draft declaration ISO motion; email co-counsel                      | 2.50 | \$950.00            | \$2,375.00 |
| <b>Quantity Subtotal</b>                      |            |                                                                                                               |      | <b>166.25</b>       |            |
| <b>Services Subtotal</b>                      |            |                                                                                                               |      | <b>\$113,062.50</b> |            |

### Expenses

| Type                     | Date       | Notes                               | Quantity | Rate               | Total      |
|--------------------------|------------|-------------------------------------|----------|--------------------|------------|
| Expense                  | 01/23/2024 | PAGA Filing Fee                     | 1.00     | \$75.00            | \$75.00    |
| Expense                  | 05/10/2024 | One Legal/Court Fees                | 1.00     | \$1,497.05         | \$1,497.05 |
| Expense                  | 07/03/2024 | KNOX filing and Messenger Service   | 1.00     | \$165.25           | \$165.25   |
| Expense                  | 07/16/2024 | One Legal/Court Fees                | 1.00     | \$467.55           | \$467.55   |
| Expense                  | 07/25/2024 | Onelegal filing fee                 | 1.00     | \$19.71            | \$19.71    |
| Expense                  | 09/03/2024 | KNOX filing and messenger service   | 1.00     | \$158.65           | \$158.65   |
| Expense                  | 09/10/2024 | One Legal/Court Fees                | 1.00     | \$19.71            | \$19.71    |
| Expense                  | 09/12/2024 | One Legal/Court Fees                | 1.00     | \$51.48            | \$51.48    |
| Expense                  | 10/25/2024 | Mediation Fees - Momentum - Tagore. | 1.00     | \$9,250.00         | \$9,250.00 |
| Expense                  | 05/14/2025 | Onelegal filing fee                 | 1.00     | \$23.44            | \$23.44    |
| Expense                  | 05/15/2025 | Expert Fee: Berger Consulting       | 1.00     | \$9,845.00         | \$9,845.00 |
| Expense                  | 12/05/2025 | Onelegal Filing Fee                 | 1.00     | \$23.44            | \$23.44    |
| <b>Expenses Subtotal</b> |            |                                     |          | <b>\$21,596.28</b> |            |

| Time Keeper              | Quantity | Rate     | Total               |
|--------------------------|----------|----------|---------------------|
| AJ Bhowmik               | 5.0      | \$895.00 | \$4,475.00          |
| Scott Blumenthal         | 16.2     | \$450.00 | \$7,290.00          |
| Nicholas De Blouw        | 42.3     | \$850.00 | \$35,955.00         |
| Ricardo Ehmann           | 16.0     | \$675.00 | \$10,800.00         |
| Christine LeVu           | 8.7      | \$750.00 | \$6,525.00          |
| Piya Mukherjee           | 4.25     | \$750.00 | \$3,187.50          |
| Kyle Nordrehaug          | 2.5      | \$950.00 | \$2,375.00          |
| Victoria Rivapalacio     | 3.6      | \$750.00 | \$2,700.00          |
| Brooke Waldrop           | 38.3     | \$750.00 | \$28,725.00         |
| Gerardo Galaviz          | 0.2      | \$250.00 | \$50.00             |
| Adolfo Sanchez Contreras | 18.4     | \$450.00 | \$8,280.00          |
| Yesenia Silva            | 10.8     | \$250.00 | \$2,700.00          |
| <b>Quantity Total</b>    |          |          | <b>166.25</b>       |
| <b>Subtotal</b>          |          |          | <b>\$134,658.78</b> |
| <b>Total</b>             |          |          | <b>\$134,658.78</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number                  | Due On     | Amount Due   | Payments Received | Balance Due         |
|---------------------------------|------------|--------------|-------------------|---------------------|
| 1                               | 03/05/2026 | \$134,658.78 | \$0.00            | \$134,658.78        |
| <b>Outstanding Balance</b>      |            |              |                   | <b>\$134,658.78</b> |
| <b>Total Amount Outstanding</b> |            |              |                   | <b>\$134,658.78</b> |

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

Please pay within 30 days.

**EXHIBIT #4**

# LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/24- 5/31/25 | 1.080182             | \$258                   | \$473                     | \$581 | \$839 | \$948 | \$1141 |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 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)

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