BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
Nicholas J. De Blouw (SBN #280922)
Sergio J. Puche (SBN# 289437)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAYLA RIVERA and RYLEIGH ROMERO, DAPHNIE ARCHER, ROBERT MORFIN, and ADAN ORTIZ on behalf of the State of California, as private attorneys general,

Plaintiffs,

vs.

LEGOLAND CALIFORNIA, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00027344-CU-OE-CTL

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

Hearing Date: July 10, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. Blaine K. Bowman
Dept.: SD-74

Action Filed: June 11, 2024
Trial Date: Not Set

I, Sergio J. Puche, declare as follows:

1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"), attorneys for Plaintiffs Kayla Rivera, Ryleigh Romero, Daphnie Archer, Robert Morfin, and Adan Ortiz ("Plaintiffs"). As such, I am fully familiar with the facts, pleadings and history of this matter. I am submitting this declaration in support of the Plaintiffs' Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal knowledge, and if called as a witness, I could and would testify competently to the matters stated herein.

2. A true and correct copy of the fully executed PAGA Settlement Agreement ("Agreement") with Legoland California, LLC, ("Defendant") is attached as <u>Exhibit #1</u>. On February 11, 2026, the Parties engaged in a mediation session before mediator Brandon McKelvey, Esq. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this Action which led to the signing of a Memorandum of Understanding.

3. <u>The Litigation</u> –

(a) PAGA Counsel sent the necessary correspondence to the California Labor and Workforce Development Agency ("LWDA") on March 8, 2024, on behalf of Plaintiffs Kayla Rivera, Ryleigh Romero, Daphnie Archer, Robert Morfin, and Adan Ortiz, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. A true and correct copy of this PAGA Notice is attached hereto as <u>Exhibit #5</u>. The 65-day notice period for the LWDA to notify of its intent to investigate expired on May 12, 2024. On June 11, 2024, Plaintiffs filed a Representative Action Complaint in this Court against Defendant Legoland California, LLC, alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.].

Plaintiffs and Defendant agreed to mediate with Brandon McKelvey, Esq. Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law. Defendant produced hundreds of pages of documents relating to its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiffs were also provided with sufficient records and data to determine the number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for off the clock claims due to pre-shift donning and doffing at lockers located at a significant distance away from the time clock. Plaintiffs alleged they were required to maintain and don uniforms preshift, and Defendant constantly communicated with the employees when they were off the clock via cell phone calls and texts for scheduling and operational needs purposes. Plaintiffs further alleged Defendant was liable for reporting time pay because Plaintiffs would come to work at least once a week only to be told by Defendant there was no work for that day, despite being scheduled for work, and for which Defendant would not pay reporting time owed for these violations.

At Mediation, Plaintiffs argued that Defendant is liable for a myriad of PAGA Penalties, including PAGA waiting time penalties for 2,010 former employees in the PAGA Period as indicated in the data sample received; PAGA penalties for Unpaid Wages, 226 Wage Statement Violations, and Failure to Reimburse a total of 3,621 employees for all 153,535 pay periods as indicated in the sample data received; PAGA penalties for failure to pay sick pay at the regular rate of pay to 941 employees; and PAGA penalties for failure to pay Meal Premiums to 1,030 employees as identified from the sample data received.

(c) On February 11, 2026, the Parties engaged in a mediation session before Mediator Brandon McKelvey, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement.

The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mediator McKelvey.

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

4. The claim before this Court on this motion is solely the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides for a "Gross PAGA Settlement Amount" payment in the amount of $155,000 to resolve the Released PAGA Claims (hereinafter referred to as the "PAGA Settlement"). From this PAGA Gross PAGA Settlement Amount of $155,000, there is a deduction of attorneys' fees ("PAGA Counsel Fees Payment") up to $51,666 (which is one-third of the PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses Payment") in an amount not to exceed $29,000, and Settlement Administration Costs ("Administration Expenses Payment") not to exceed $5,115. (Agreement at ¶¶ 3.2.1-3.2.4). After these deductions, the amount remaining is the "PAGA Payment", which is estimated to be no less than $62,219. Of the PAGA Payment amount, seventy-five percent (75%) (no less than $51,914.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than $17,304.75) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code §2699

as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still applies because this Action was filed before June 2024.

The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. The PAGA Period is the time period from July 15, 2023 through June 25, 2025. (Agreement at ¶ 1.23). For mediation, Defendant represented that there are approximately 229 Aggrieved Employees who worked approximately 7,617 pay periods during the PAGA Period from July 15, 2023 through June 25, 2025. (Agreement at ¶ 4.1).

Upon entry of final judgment, the "Released Parties" shall be entitled to a release from the Aggrieved Employees for any "Released PAGA Claims", which means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, or the PAGA Notice submitted by Plaintiffs to the LWDA, which arose or occurred during the PAGA Period, and expressly excluding all other non-PAGA claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. (collectively the "Released PAGA Claims"). (Agreement at ¶5.3). The Released PAGA Claims expressly exclude all other non-PAGA claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims also expressly exclude Plaintiff's non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement. (Agreement at ¶ 1.25).

Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the "Released Parties" from all "Released PAGA Claims." (Agreement ¶ 5.3). "Released Parties" means(a) Defendant and any direct or indirect, former or present parents, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) the predecessors, successors, and assigns of any of the entities in subparagraph (a); and (c) each of the respective current, former, and future employees, officers, directors, members, managers, managing agents, agents, affiliates, partners, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, payroll companies, shareholders, joint venturers, administrators, fiduciaries, heirs, subrogees, and executors of any entity identified in subparagraphs (a) and (b) in his, her, their, or its capacity as such. (Agreement at ¶ 1.26). Lastly, payment to the Administrator in an amount not to exceed $5,115 to perform the administrative duties to distribute the settlement money shall also be paid. (Agreement at ¶ 3.2.2).

5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable and therefore should be approved in light of Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of $155,000 constitutes $20 per pay period. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $761,700 based on 7,617 pay periods applicable to the Aggrieved Employees during the PAGA Period. [1] Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation

[1] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $761,700 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the availability of stacking penalties.

even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $125,000, which is far less than this settlement provides.

6. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved.

The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mediator McKelvey. As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the amount of $279,666 representing one-third of the $839,000 Gross PAGA Settlement Amount. The attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of $839,000, 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 fee is seasonable based on PAGA Counsel's current lodestar of $125,145, representing only a 2.2 multiplier, with significant additional work to be performed. As detailed in the accompanying billing statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for this firm in this court matter as of June 12, 2026, is $125,145 for more than 207.4 hours of work prosecuting the claims being resolved by this Settlement. This time does not include time incurred after the billing was finalized and the time spent managing the completion of the settlement, which I estimate will add another $20,000 in additional lodestar. Third, the consideration of the enhancement factors would justify 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. Here, where an enhancement would be warranted, but the fee award is less than the lodestar, there can be no question of the reasonableness of the award.

8. The award of litigation expenses is based upon the actual expenses incurred by PAGA Counsel, which currently are $22,726.69 which is less than the $25,000 allocation for costs in the Agreement, so the difference of $2,273.31 will be added to the PAGA Payment amount. The litigation expenses incurred by BNBD total $22,726.69 and were all reasonably necessary to the litigation. The specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

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

(a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of the State of California under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on the subject of class actions in the California Court of Appeals resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.

Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

(b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of $3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH Robinson in the amount of $630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of $500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of $700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of $200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of $580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of $1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of $896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of $835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of $1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of $1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of $1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of $1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of $380,000 (*Neff v. Oakhurst*

Industries, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of $545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital in the amount of $815,000 (G*onzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *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); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County

Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

10. 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 to \$750, Paralegals from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%

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

11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In addition, the LWDA is being served with this motion which includes the Agreement, as verified in the proof of service.

12. Settlement Administration – ILYM Group, Inc., ("ILYM") was selected as the Settlement Administrator based upon the estimates provided and by agreement of the Parties. We

obtained estimates from Apex Class Action Administration ("APEX"), and ILYM using the same criteria. The ILYM estimate provides for Administration Expenses in the amount of $15,650. The APEX estimate was $17,500. As a result, the lowest bid from ILYM was selected by the Parties. A Declaration from ILYM is submitted in support of this motion which addresses their qualifications and their estimate as Exhibit #6.

13. Conflicts – Neither Plaintiffs nor this firm have any relationship with the Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

14. PAGA Penalties Valuation

(a) Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for off the clock claims due to pre-shift donning and doffing at lockers located at a significant distance away from the time clock. Plaintiffs alleged they were required to maintain and don uniforms preshift, and Defendant constantly communicated with the employees when they were off the clock via cell phone calls and texts for scheduling and operational needs purposes. Plaintiffs further alleged Defendant was liable for reporting time pay because Plaintiffs would come to work at least once a week only to be told by Defendant there was no work for that day, despite being scheduled for work, and for which Defendant would not pay reporting time owed for these violations. (Puche Decl. ¶¶ 3(b), 14(a).)

At Mediation, Plaintiffs argued that Defendant is liable for a myriad of PAGA Penalties, including PAGA waiting time penalties for 2,010 former employees in the PAGA Period as indicated in the data sample received; PAGA penalties for Unpaid Wages, 226 Wage Statement Violations, and Failure to Reimburse a total of 3,621 employees for all 153,535 pay periods as indicated in the sample data received; PAGA penalties for failure to pay sick pay at the regular rate of pay to 941 employees; and PAGA penalties for failure to pay Meal Premiums to 1,030 employees as identified from the sample data received.

On February 11, 2026, the Parties engaged in a mediation session before Mediator Brandon

McKelvey, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement

(b) For Settlement, Defendant represented that there are approximately 4,3933Aggrieved Employees who worked the equivalent of 170,000 pay periods PAGA Period through April 11, 2026, as such there were a potential 170,000 violations.

(c) With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $17,000,000 without stacking based on 17,000 pay periods applicable to the 3,983, Aggrieved Employees during the PAGA Period at a rate of $100 per pay period.[2]

(d) In *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiffs prevailed on the PAGA claim. Plaintiffs uses the guidance in *Carrington* of a reasonable result at trial of $5 per pay period, which means the potential recovery of civil penalties would be $850,000 at trial, which is comparable to what this settlement provides.

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

(f) The violations predicated on the alleged miscalculation of the regular rate are based on

[2] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $17,000,000 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the availability of stacking penalties.

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

(g) To prevail at trial, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant has maintained and offered information supporting that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded because the violations were not intentional. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and reasonable.

16. <u>Dismissal of Representative Claims</u> – In exchange for the Gross PAGA Settlement Amount of $839,000, the Agreement provides for the accompanying Proposed Order and Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released.

17. The release of claims is limited "all PAGA claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices, which occurred during the PAGA Period, including PAGA Claims for violations of 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, 2100, et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subd. 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable IWC Wage Orders. (Agreement at ¶ 5.2). The release makes clear that it binds only the named Plaintiffs and the State of California. The "Released Partes" are limited to "Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys." (Agreement at ¶1.26). The release at paragraph 5.2 is appropriately limited to mean "all PAGA claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices, which occurred during the PAGA Period, including PAGA Claims for violations of 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, 2100, et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subd. 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable IWC Wage Orders."

The Released PAGA Claims specifically exclude other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, Plaintiffs' individual claims that are subject to separate releases, and PAGA claims outside of the PAGA period. (Agreement at ¶¶ 1.25, 5.2)

18. <u>Uncashed Checks</u> – Under the Agreement at paragraph 4.4.3, for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

19. Service Payments for Plaintiffs - In the Agreement at paragraph 1.28, "Service Payment(s)" means service award payments to the named Plaintiffs in the amount of $10,000 each (for a total of $50,000 in service award payments) (Agreement ¶¶ 1.28, 3.2.1). “Service Payments” are intended to compensate Plaintiffs’ for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendants’ expenses, and for the release of individual PAGA claims by Plaintiffs. Plaintiffs requests the Service Award of $10,000 each, as recognition for Plaintiffs’ efforts in securing this Settlement for the benefit of the Aggrieved Employees and the LWDA. The Agreement provides for service awards as the named Plaintiffs not only served as the representative for these claims, but also is justified in light of the reputational risk that Plaintiffs assumed by litigating claims against a former employer. See *Billinghausen v. Tractor Supply Co*., 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal detriment” upon testimony that future employers can easily learn that a prospective employee served as a plaintiff through the internet); see also *Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the internet and may become known to prospective employers when evaluating the person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs] merit recognition for assuming the risk of such for the sake of absent [parties].”).

Employers commonly screen employee candidates to determine whether they have ever filed suit, and employee candidates who might be branded “litigious” are likely to be screened out of the process. In fact, an entire industry has developed for providing employers with background information on employee candidates. By bringing this action against an employer, Plaintiffs have assumed considerable reputational risk that may impact their ability to find employment in the future. *La Fleur v. Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014) (awarding $15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm their future job prospects in the industry). (*Id*.)

Moreover, the separate settlement payment is reasonable because Plaintiffs “remained fully involved and expended considerable time and energy during the course of the litigation.” See *In Re*

Toys 'R' Us-Del FACTA Litig., 295 F.R.D. at 471 (citation omitted). Plaintiffs devoted their time and effort toward assisting their attorneys with the prosecution of the claims, including the prosecution of an individual arbitration action and assisted counsel with finalizing the settlement. Service awards are regularly awarded in this amount. See e.g. *Andrews v. Plains All Am. Pipeline L.P.,* 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate). (*Id*.)

Lastly, because PAGA is a "type of qui tam action," it is appropriate for the Plaintiffs to receive a modest additional payment from the settlement as a "bounty" for her special effort in vindicating the State's interests by enforcing its labor laws. See *Iskanian*, 59 Cal. 4th at 382 ("A PAGA representative action is therefore a type of qui tam action."); see also *People ex rel. Strathmann v. Acacia Research Corp*., 210 Cal. App. 4th 487, 500 (2012) ("The person who brings the qui tam action, called the 'relator,' stands in the shoes of the People of the State of California, who are deemed to be the real party in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a bounty.") (internal citations omitted). (*Id*.)

Such a payment incentivizes employees to step forward to enforce the Labor Code. See *MMM Holdings, Inc. v. Reich, 21 Cal. App*. 5th 167, 180 (2018) ("The bounty advances the public purpose and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of inducing such private parties to come forward with their information.") (internal quotations omitted). This is especially important in this context, as "the lack of government resources to enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute such violations through the PAGA." *Iskanian*, 59 Cal. 4th at 390. Absent the incentive payment, fewer employees would be willing to step forward, and PAGA's primary purpose—enforcement of the Labor Code—would be substantially undermined. (*Id*.)

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of June, 2026, at San Diego, California.

/s/ Sergio J. Puche
Sergio J. Puche

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Kayla Rivera, Ryleigh Romero, Daphnie Archer, Roberto Morfin, and Adan Ortiz ("Plaintiffs") and defendant Legoland California, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Kayla Rivera Ryleigh Romero, Daphnie Archer, Robert Morfin, and Adam Ortiz v. Legoland California, LLC* (Case No. 37-2024-00027344-CU-OE-CTL) initiated on June 11, 2024 and pending in Superior Court of the State of California, County of San Diego.

1.2. "Administrator" means ILYM Group, Inc. ("ILYM"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

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

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

1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defendant" means named defendant Legoland California, LLC.

1.10. "Defense Counsel" means Daniel Whang, Kerry Friedrichs, and Gina Gi of the law firm of Seyfarth Shaw LLP.

1.11. "Effective Date" means the date upon which the Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.12. "Gross Settlement Amount" means the total sum of Eight Hundred Thirty-Nine Thousand Dollars ($839,000.00), which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Service Payments, and the Administrator Expenses. The Gross Settlement Amount excludes any individual settlements separately funded by Defendant, and separately paid to Plaintiffs, for their non-PAGA individual claims, which will be memorialized in separate individual settlement agreements.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.18. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Christine LeVu, Jeffrey S. Herman, Sergio J. Puche, and Adolfo Sanchez Contreras of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD").

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. “PAGA Notices” means Plaintiffs Kayla Rivera & Kyleigh Romero’s March 11, 2024 letter to Defendant and the LWDA, and Plaintiffs Kayla Rivera, Ryleigh Romero, Daphnie Archer, Roberto Morfin, and Adan Ortiz April 13, 2026 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. “PAGA Payment” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

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

1.23. “PAGA Period” means the period from April 7, 2023 to April 11, 2026.

1.24. “Plaintiffs” means Kayla Rivera, Ryleigh Romero, Daphnie Archer, Roberto Morfin, and Adan Ortiz, the named plaintiffs in the Action.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.

1.26. “Released Parties” means Defendant, and each of its current and former predecessors, successors, subsidiaries, parent companies, other corporate affiliates, its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, assigns, predecessors, contractors, assigns, and managing agents; and any and all agents, servants, legal representatives, attorneys, and any other persons acting by, through, under or in concert with any of them.

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

1.28. “Service Payment(s)” means the service payment made to the Plaintiffs in order to compensate for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant’s expense.

2. RECITALS

2.1. On June 11, 2024, Plaintiffs Kayla Rivera and Ryleigh Romero commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.2. On May 14, 2026, Plaintiffs filed a First Amended Representative Action Complaint

("FAC") adding Plaintiffs Daphnie Archer, Roberto Morfin, and Adan Ortiz in this Action. The First Amended Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint")

2.3. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiffs' individual claims pursuant to separate confidential Individual Settlement Agreements ("Individual Settlements"). Plaintiffs' individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs' Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs' Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.5. On January 20, 2026, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq., a respected private mediator of wage and hour representative and class actions. Following the mediation and additional post-mediation negotiations, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding ("MOU").

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

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay $839,000.00 and no more as the Gross Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Service Payments, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross Settlement Amount shall be all-in and none of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount excludes any Individual Settlements separately paid to Plaintiffs for a General Release of their claims, addressed further herein.

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

3.2.1 To Plaintiffs: Service Payment to Plaintiffs of not more than $10,000 each (total of $50,000) (in addition to any Individual PAGA Payment each Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiffs' request for a Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Service Payment. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the PAGA Payment. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Payment. As stated herein, Plaintiffs' Service Payments in this Settlement Agreement shall not release Plaintiffs' individual non-PAGA claims, which are being separately settled through a separate individual confidential settlement agreement and funded outside of the Gross Settlement Amount.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be $279,666 and PAGA Counsel Litigation Expenses Payment of not more than $25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, the Administrator will allocate the remainder to the PAGA Payment, and this will not affect approval of the settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $18,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $18,500, the Administrator will retain the remainder in the PAGA Payment.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than $465,834 to be paid from the Gross Settlement Amount, with 75% (no less than $349,375.50) allocated to the LWDA PAGA Payment and 25% (no less than $116,458.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Defendant has represented that the Aggrieved Employees consist of approximately 4,293 employees who collectively worked the equivalent of 170,000 PAGA Pay Periods in the PAGA Period.

4.2. Aggrieved Employee Data. Within thirty (30) days after the Court issues an Order approving the PAGA Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later fourteen (14) days after the Effective Date in the Action.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiffs' Service Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all PAGA claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices, which occurred during the PAGA Period, including PAGA Claims for violations of 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, 2100, et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subd. 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable IWC Wage Orders, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, Plaintiffs' individual claims that are subject to a separate releases, and PAGA claims outside of the PAGA period.

5.2 Separate Individual Claims. Pursuant to separate confidential settlement agreements, and in addition to the Gross Settlement Amount, Defendant has agreed to separately pay Plaintiffs Individual Settlements to resolve all of their individual non-PAGA claims. The Individual Settlement payments are made in exchange for a general release of all of Plaintiffs' individual non-PAGA claims arising out of their respective employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code § 1542, which will be detailed in separate confidential settlement agreements.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices, including PAGA Claims for violations of 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, 2100, et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subd. 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable IWC Wage Orders.

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

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this

Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. The Defendant estimates that there is the equivalent of 170,000 PAGA Pay Periods in the PAGA Period. If that number increases by more than 10% during the PAGA Period, Defendant, in its sole and absolute discretion, shall have the option to increase the Gross Settlement Amount proportionally for the overage (i.e., if the number is 11% higher, the Gross Settlement Amount will be increased by 1%) or to end the PAGA Period on a date when the number of PAGA Pay Periods does not exceed 187,000 PAGA Pay Periods.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or

Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

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

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, with the exception of the Plaintiffs' separate confidential Individual Settlement Agreements which will be executed concurrently, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

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

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

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

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

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

10.11 No Initiated Publicity. PAGA Counsel shall not take any action or initiate to publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook, Instagram, X or formerly known as Twitter or any other social media, or information furnished to legal news media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal. PAGA Counsel shall not refer to Defendant by name in its public marketing materials, law firm websites, or posting with any other organizations, such as the California Employment Lawyers Association ("CELA"). PAGA Counsel further agrees and warrants that if they were contacted by media outlets regarding this case, they will simply state that the lawsuit exists and has been resolved. However, in court filings, PAGA Counsel may disclose the name of the Parties in this Action, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing PAGA Counsel to prove adequacy as counsel in other actions, or for purposes of seeking approval of an unrelated settlement.

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

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

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

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

To Plaintiffs:

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Fax: (858) 551-1232

To Defendant:

Daniel Whang
dwhang@seyfarth.com
Kerry Friedrichs

kfriedrichs@seyfarth.com
Gina Gi
ggi@seyfarth.com
Seyfarth Shaw LLP
2029 Century Park E, Ste 3500
Los Angeles, CA 90067-3021
Phone: (310) 277-7200
Fax: (310) 201-5219

10.5 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by Docusign or as an imaged attachment which for purposes of this Agreement shall be accepted as an original signature. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

10.7 No Other Pending Claims. Plaintiffs represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of Plaintiffs' employment with Defendant or otherwise related to Defendant.

10.8 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, starting from March 3, 2026. In the event the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions on February 10, 2026. The Parties shall cooperate in good faith to secure a Court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 06/08/2026 Kayla Rivera
Kayla Rivera (Jun 8, 2026 12:41:16 PDT)

Plaintiff Kayla Rivera

Dated: 06/08/2026
ryleigh romero (Jun 8, 2026 15:13:05 CDT)

Plaintiff Ryleigh Romero

Dated: 06/08/2026

Daphnie Archer (Jun 8, 2026 18:14:58 EDT)

Plaintiff Daphnie Archer

Dated: 06/08/2026

Roberto Morfin (Jun 8, 2026 13:08:47 PDT)

Plaintiff Roberto Morfin

Dated: 06/09/2026

Adan Ortiz (Jun 9, 2026 10:22:36 PDT)

Plaintiff Adan Ortiz

Dated: ___________

____

________________________[name]

For Defendant Legoland California, LLC

Dated: 6/9/26

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: ___________

____

Daniel Whang
Kerry Friedrichs
Gina Gi
Seyfarth Shaw LLP
Attorneys for Defendant

Dated: ___________ ____________________________________

Plaintiff Daphnie Archer

Dated: ___________ ____________________________________

Plaintiff Roberto Morfin

Dated: ___________ ____________________________________

Plaintiff Adan Ortiz

Dated: 6/9/2026 Robert Dennison

Robert Dennison [name]

For Defendant Legoland California, LLC

Dated: ___________ ____________________________________

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 6/9/2026 Daniel Whang

Daniel Whang
Kerry Friedrichs
Gina Gi
Seyfarth Shaw LLP
Attorneys for Defendant

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 06/12/2026
Due On: 07/12/2026

Ryleigh Romero
304 Angeles Street
Oceanside, CA 92058

CA3241

Legoland California (Romero)

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	02/20/2024	Review and analyze original intake notes. Legal research regarding related litigation. Review and analyze Plaintiff Romero's facts and claims. Conference with Plaintiff to discuss.	3.20	$850.00	$2,720.00
NDB	02/21/2024	Draft complaint. Send to Plaintiff Romero for approval.	2.90	$850.00	$2,465.00
NDB	02/27/2024	Review and analyze employment file of Plaintiff Rivera. Review paystubs for regular rate and 226 claims. Legal research regarding the same. Phone calls with potential additional reps.	3.10	$850.00	$2,635.00
NDB	02/28/2024	Review and analyze claims. Research meal and rest break violations. Draft complaint. Send complaint to Plaintiff Rivera for approval.	3.30	$850.00	$2,805.00
NDB	02/29/2024	Review arbitration agreements. Analyze facts surrounding the signing of the arbitration agreements. Legal research regarding enforceability and unconscionability. Review previous Court decisions.	3.10	$850.00	$2,635.00
NDB	03/05/2024	Review and analyze intake notes of Plaintiff Ortiz. Review employment file of Plaintiff Ortiz for wage and hour claims. Conference to discuss claims and inclusion in lawsuit.	2.20	$850.00	$1,870.00

NDB	03/05/2024	Review case file. Draft internal case notes memo detailing facts and specific violations.	1.80	$850.00	$1,530.00
RE	03/07/2024	Review case notes/damage analysis	0.50	$675.00	$337.50
RE	03/07/2024	Review & analyze employment file documents	2.00	$675.00	$1,350.00
NDB	03/08/2024	Review and research PAGA claims and penalties. Review case file. Draft PAGA Notice.	2.10	$850.00	$1,785.00
RE	03/17/2024	Review, edit & revise class action complaint; finalize draft for filing	2.50	$675.00	$1,687.50
RE	03/18/2024	Draft summons & civil case cover sheet re class action	0.50	$675.00	$337.50
RE	03/18/2024	Review & finalize class action complaint package; file in SD sup. Ct.	0.50	$675.00	$337.50
RE	03/19/2024	Review court-returned docs re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	$675.00	$337.50
CL	03/20/2024	Email from/to K. Freidrichs re: conference call.	0.30	$750.00	$225.00
CL	03/22/2024	Email form K. Friedrich re meet and confer and conference call.	0.30	$750.00	$225.00
CL	03/26/2024	Email from/to K. Friedrich re: Steele settlement and conference call.	0.30	$750.00	$225.00
CL	03/26/2024	Telephone call to K. Friedrich re: Steele settlement, 1198.5 documents and arbitration agreements signed by clients.	0.40	$750.00	$300.00
CL	03/26/2024	Email to K. Friedrich re: conference call Steele settlement, 1198.5 documents and arbitration agreements signed by clients.	0.20	$750.00	$150.00
CL	03/26/2024	Email to K. Friedrich re: request for 1198.5 documents for Ortiz and Rivera.	0.20	$750.00	$150.00
ASC	04/19/2024	Review Romero_000001-71	0.50	$250.00	$125.00
ASC	04/19/2024	Review Rivera_000001-137	0.70	$250.00	$175.00
ASC	04/19/2024	Review Ortiz_000001-238	0.70	$250.00	$175.00
ASC	04/23/2024	Review Ortiz_000001-238	0.70	$250.00	$175.00
ASC	04/23/2024	Email to V. Rivapalacio re arbitration agreements and summary of review of Plaintiffs' documents	0.50	$250.00	$125.00
YS	04/30/2024	[Class] Update internal spreadsheets with case: monthly, master, discovery, and class sheet. Add flowchart to file.	0.50	$250.00	$125.00

RE	05/16/2024	Review file; prep initial docs for service of process re class action; identify reg. agent; send out for service of process via Knox	0.75	$675.00	$506.25
RE	05/22/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	$675.00	$337.50
YS	05/22/2024	[Class] Review POS of summons. Update discovery chart with date of service.	0.20	$250.00	$50.00
VR	05/30/2024	Correspondence with Opposing Counsel: telephone conference with OC; review arbitration agreements; review complaint; correspondence to Def	1.50	$750.00	$1,125.00
ASC	05/30/2024	Review and discuss arbitration agreements signed by reps and potential opposition to MTC arb in PAGA case	0.50	$250.00	$125.00
VR	05/31/2024	Review and Analyze: review and analyze arbitration agreements; advise KN; telephone conference with OC	0.90	$750.00	$675.00
ASC	05/31/2024	Review and discuss arbitration agreements signed by reps and potential opposition to MTC arb in PAGA case	0.50	$250.00	$125.00
RE	06/04/2024	Draft PAGA-only complaint; review & analyze Balderas decision; revise PAGA only complaint	4.50	$675.00	$3,037.50
RE	06/11/2024	Confer w TR re Balderas decision & PAGA only complaint	0.50	$675.00	$337.50
RE	06/11/2024	Draft summons & civil case cover sheet	0.50	$675.00	$337.50
RE	06/11/2024	Review & finalize PAGA only complaint package; file in SD Sup. Ct.	0.50	$675.00	$337.50
VR	06/11/2024	Review and Analyze: review complaint; review arbitration agreement; review PAGA complaint; telephone conference with Def; advise RE	1.50	$750.00	$1,125.00
RE	06/12/2024	Review court returned documents; review docket re PAGA action; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	$675.00	$337.50
RE	06/12/2024	Provide notice to LWDA of PAGA action filing	0.40	$675.00	$270.00
KN	06/20/2024	Review Arbitration agreement; analysis of arbitration issues; advise staff	0.40	$950.00	$380.00
VR	06/20/2024	Review and Revise: review and revise joint stipulation to dismiss class claims; review arbitration agreement; review case law re arbitration; advise KN	1.40	$750.00	$1,050.00
VR	06/21/2024	Draft: review and revise stipulation re dismissal;	1.10	$750.00	$825.00

		draft request for dismissal and correspondence declaration; review Balderas; advise KN			
YS	06/21/2024	Finalize Request for Dismissal and VBR's declaration for service. Prepare POS. Add matter to VBR's Onelegal, file request. Email to OPC re RFD. Email to Court Docs for circulation.	0.60	$250.00	$150.00
RE	08/05/2024	Review file; review correspondence from OPC re service via NAR prep initial docs for service of process re PAGA action; draft NAR; email docs to OPC; instruct staff to mail hard copies per code	1.00	$675.00	$675.00
SB	08/15/2024	Review complaint, analyze, advise ND	2.60	$450.00	$1,170.00
YS	08/26/2024	Review Def's NAR. Prepare POS for file with Def's info	0.30	$250.00	$75.00
RE	08/27/2024	Draft and file proof of service of summons re PAGA action w/executed NAR; memo to firm re post service written discovery	0.75	$675.00	$506.25
YS	08/27/2024	Add PAGA matter to the internal master and discovery spreadsheets.	0.20	$250.00	$50.00
YS	08/27/2024	Review POS of PAGA summons. Add date of service to internal discovery spreadsheet.	0.20	$250.00	$50.00
YS	08/28/2024	Review court docket for filed RFD of the Class action. Purchase and download signed RFD. Update file. Email to Court Docs for circulation	0.30	$250.00	$75.00
YS	08/28/2024	Prepare shells for Request for Dismissal of Individual Non-Representative PAGA Claims and Decl of VR.	0.80	$250.00	$200.00
VR	08/29/2024	Review and Analyze: review complaint and language re individual PAGA claim; advise RE	0.40	$750.00	$300.00
YS	09/30/2024	Prepare first set of PAGA discovery requests (RFA, RPD, SROGS, FROGS, PMK NOD, BW Notice, proposed P.O., and POS).	1.00	$250.00	$250.00
CL	11/14/2024	Draft Joint CMS; Review and analyze Notice of CMC.	0.50	$750.00	$375.00
ASC	11/20/2024	Review Plaintiff's documents and case notes to draft discovery	1.00	$250.00	$250.00
ASC	11/20/2024	Revise RFP, Set 1 - PAGA	0.50	$250.00	$125.00
ASC	11/20/2024	Revise RFA, Set 1 - PAGA	0.50	$250.00	$125.00
ASC	11/20/2024	Revise Srogs, Set 1 - PAGA	0.50	$250.00	$125.00
ASC	11/20/2024	Revise Frogs, Set 1 - PAGA	0.50	$250.00	$125.00
ASC	11/20/2024	Revise PMK NOD - PAGA	0.50	$250.00	$125.00

ASC	11/21/2024	Prepare POS and Propound discovery via email	0.50	$250.00	$125.00
YS	11/22/2024	Finalize P's CMS for service. Prepare POS. File via Onelegal. Email to OPC. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	12/01/2024	Email from/to G. Gi requesting extension to respond to discovery.	0.30	$750.00	$225.00
ASC	12/13/2024	Prepare to attend CMC	0.50	$250.00	$125.00
ASC	12/13/2024	Attend CMC	1.50	$250.00	$375.00
CL	01/09/2025	Email from G. Gi re: request for extension of time to respond to discovery.	0.30	$750.00	$225.00
CL	01/27/2025	Email from G. Gi re: request for extension to respond to discovery.	0.30	$750.00	$225.00
YS	02/25/2025	Review case for MTC deadline. Update internal weekly chart.	0.10	$250.00	$25.00
ASC	03/07/2025	Review Legoland 1-462 (Exhibit books, plaintiff's records, punches, payroll, policies)	2.50	$250.00	$625.00
ASC	03/07/2025	Review defendant's responses to srogs	0.50	$250.00	$125.00
ASC	03/07/2025	Review defendant's responses to form rogs	0.50	$250.00	$125.00
ASC	03/07/2025	Review defendant's responses to RFP	0.50	$250.00	$125.00
ASC	03/07/2025	Review defendant's responses to RFA	0.50	$250.00	$125.00
ASC	03/07/2025	Draft M&C correspondence re D's deficient discovery responses	2.00	$250.00	$500.00
YS	03/11/2025	Update internal litigation updates with new MTC deadline. Update internal flowchart re discovery dates.	0.20	$250.00	$50.00
ASC	03/11/2025	Email from and to G. Gi re follow up on M&C re Defendant's discovery responses and confirmed extension of P's MTC deadline	0.40	$250.00	$100.00
ASC	03/21/2025	Email to G. Gi. Re M&C re Defendant's Discovery Responses	0.30	$250.00	$75.00
ASC	03/24/2025	Email to G. Gi. Re M&C re Defendant's Discovery Responses	0.30	$250.00	$75.00
ASC	03/28/2025	Email to G. Gi re M&C re defendant's responses to discovery	0.30	$250.00	$75.00
ASC	04/11/2025	Email to G. Gi re draft BW and PO revisions, number of AE and sample size, request for MTC extension and date for supp resp	0.50	$250.00	$125.00
YS	04/15/2025	Update internal litigation sheet with new 5/9 MTC	0.10	$250.00	$25.00

		date			
CL	04/15/2025	Email from G. Gi re: motion to compel extension.	0.20	$750.00	$150.00
ASC	04/22/2025	Email to G. Gi re draft BW and PO revisions, number of AE and sample size	0.30	$250.00	$75.00
ASC	04/25/2025	Review email from Gina Gi re status of revisions to BW notice and data points for sample production	0.30	$250.00	$75.00
ASC	05/05/2025	Email to G. Gi re Defendant's further responses, revisions to BW and PO; and extension of P's MTC deadline	0.30	$250.00	$75.00
ASC	05/06/2025	Email to G. Gi re Defendant's further responses, revisions to BW and PO; and extension of P's MTC deadline	0.30	$250.00	$75.00
ASC	05/07/2025	Follow up with G. Gi re extension of P's MTC and status of D's supplemental responses	0.40	$250.00	$100.00
ASC	05/14/2025	Follow up with G. Gi re status of D's supplemental responses and edits to BW and PO	0.30	$250.00	$75.00
NDB	05/16/2025	Review and analyze intake notes for Plaintiff Morfin. Review entire employment file for wage and hour claims. Discuss.	1.40	$850.00	$1,190.00
ASC	05/19/2025	Follow up with G. Gi re status of D's supplemental responses and edits to BW and PO	0.30	$250.00	$75.00
ASC	05/20/2025	Respond to email from G. Gi re extension of P's deadline to compel and status of D's responses to discovery	0.30	$250.00	$75.00
ASC	05/28/2025	Email to G. Gi re request for update on supplemental responses to P's discovery	0.30	$250.00	$75.00
ASC	06/06/2025	Request extension of Plaintiff's deadline to compel	0.30	$250.00	$75.00
ASC	06/25/2025	Email to G. Gi re status of Defendant's supplemental discovery responses	0.30	$250.00	$75.00
ASC	07/08/2025	Email to G. Gi re status of D's further responses	0.30	$250.00	$75.00
ASC	07/09/2025	Email to Gina Gi re Plaintiff's MTC further responses if Defendant does not provide further responses within a week	0.40	$250.00	$100.00
ASC	07/30/2025	Review Defendant's supplemental responses to RFA	0.50	$250.00	$125.00
ASC	07/30/2025	Review Defendant's supplemental responses to RFP	0.50	$250.00	$125.00
ASC	07/30/2025	Review Defendant's supplemental responses to	0.50	$250.00	$125.00

		Srogs			
ASC	07/30/2025	Review Defendant's supplemental responses to Form rogs	0.50	$250.00	$125.00
ASC	07/30/2025	Prepare letter re further M&C and request for extension to P's deadline to compel	2.00	$250.00	$500.00
ASC	07/31/2025	Email exchange with G. Gi re BW process and extension of P's MTC deadline	0.50	$250.00	$125.00
CL	08/11/2025	Email from/to K. Stern re: estimate for Belaire-West bid.	0.20	$750.00	$150.00
ASC	08/12/2025	Compile and save emails re M&C efforts for supplemental discovery responses, save and organize in the file	1.00	$250.00	$250.00
ASC	08/13/2025	Email to G. Gi re follow up on M&C re language for BW notice; request quote from ILYM	0.50	$250.00	$125.00
ASC	08/18/2025	Follow up with Defense Counsel re BW language	0.30	$250.00	$75.00
ASC	08/19/2025	Email to G. Gi re BW comments and quote, P will move to compel	0.30	$250.00	$75.00
ASC	08/25/2025	Email to G. Gi re follow up re Defendant's revisions to proposed BW notice	0.30	$250.00	$75.00
ASC	08/25/2025	Speak to opposing counsel re mediation	0.50	$250.00	$125.00
CL	08/26/2025	Email from G. Gi re: proposed mediators.	0.20	$750.00	$150.00
CL	08/26/2025	Email from G. Gi re: meet and confer re: proposed mediators and 2,358 AE	0.30	$750.00	$225.00
ASC	08/26/2025	Email to G. Gi re memorialize call and discuss mediation and potential mediator names; request number of AE	0.30	$250.00	$75.00
ASC	09/08/2025	Follow up with G. Gi re proposed mediators	0.30	$250.00	$75.00
ASC	09/09/2025	Review and analyze email from G. Gi re proposed mediators, proposed dates and terms of stipulation to stay and move trial	0.30	$250.00	$75.00
ASC	09/11/2025	Draft Stipulation to Stay pending mediation, email to G. Gi for signature or comments	1.00	$250.00	$250.00
ASC	09/11/2025	Review Defendant's revisions to Stipulation to Stay, finalize and file via one legal, serve via email	0.50	$250.00	$125.00
YS	09/15/2025	Email to mediator's office re request case info	0.20	$250.00	$50.00
ASC	09/15/2025	Review correspondence from E. Bates re request for information to confirm booking of mediation; Advise Y. Silva to respond	0.30	$250.00	$75.00

YS	09/15/2025	Review corr from Defs re revisions to service list. Revise POS on file -- remove A. Guillen and added S. Hinojosa.	0.20	$250.00	$50.00
ASC	09/17/2025	Check status of stip to stay: not processed yet, trial dates cancelled, advise CJ to remove from calendar	0.50	$250.00	$125.00
ASC	09/23/2025	Review Plaintiffs'documents and pay stubs; prepare mediation data request for AJ's review and approval, finalize and serve	1.00	$250.00	$250.00
ASC	09/26/2025	Download conformed stip to stay pending mediation	0.30	$250.00	$75.00
ASC	01/05/2026	Email to D. Whang re status of mediation data production	0.20	$250.00	$50.00
ASC	01/12/2026	Email to OPC re status of mediation data production	0.20	$250.00	$50.00
ASC	01/20/2026	Review and analyze email from G. Gi re data points, follow up re pre mediation production	0.40	$250.00	$100.00
YS	01/21/2026	Review Def's mediation data, create Box, upload case file, email to expert.	0.30	$250.00	$75.00
ASC	01/21/2026	Follow up with G. Gina re link for pre-mediation production not working	0.20	$250.00	$50.00
ASC	01/21/2026	Download and review time and payroll data production for mediation; advise Y. Silv to send to expert	0.60	$250.00	$150.00
YS	01/29/2026	Review Pltf Morfin's documents, organize and add bates stamps	0.80	$250.00	$200.00
YS	01/30/2026	Review Pltf Archer's documents, organize and add bates stamps	0.80	$250.00	$200.00
NDB	01/30/2026	Review data and discovery produced to date. Review paystubs and time punch data for wage and hour claims. Legal research regarding rounding and meal break claims. Review and analyze settlement authority of 5 Plaintiffs. Prepare for mediation.	3.20	$850.00	$2,720.00
YS	02/02/2026	Review and organize Def's, Pltf's, and 1198.5 records, update exhibit book for mediation	1.00	$250.00	$250.00
ASC	02/02/2026	Dcoument review Legoland 1-663; Morfin 1-401, 1198.5 responses for reps	4.00	$250.00	$1,000.00
ASC	02/03/2026	Follow up with expert re mediation data analysis	0.20	$250.00	$50.00
ASC	02/04/2026	Prepare mediation sheet, started drafting mediation brief	1.00	$250.00	$250.00

ASC	02/04/2026	Continue drafting Brief, review prior settlement	1.00	$250.00	$250.00
ASC	02/04/2026	Research defendant and glassdoor/indeed reviews of employees	1.00	$250.00	$250.00
YS	02/05/2026	Arrange text reminder re mediation for AJ	0.10	$250.00	$25.00
SB	02/05/2026	Speak with client in advance of mediation, review and analyze mediation brief, advise AJB	2.60	$450.00	$1,170.00
ASC	02/05/2026	Review wage and hour policies	1.00	$250.00	$250.00
ASC	02/05/2026	Review Plaintiffs' pay stubs	1.00	$250.00	$250.00
ASC	02/05/2026	Follow up with expert re status of analysis	0.20	$250.00	$50.00
ASC	02/05/2026	Extract, format, prepare exhibits	1.00	$250.00	$250.00
ASC	02/05/2026	Finalize draft and send to AJ for review	2.00	$250.00	$500.00
NDB	02/05/2026	Review case file and documents. Review and revise mediation brief.	2.90	$850.00	$2,465.00
AB	02/06/2026	Finalize/file mediation brief.	4.00	$895.00	$3,580.00
SB	02/09/2026	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	$450.00	$1,170.00
AB	02/09/2026	Review/analyze "2026-02-09 Shift Diff Regular Rate Examples", "2026-02-09 Regular Rate Examples", and "2026-02-09 Corr. re shiff diff v. reg rate". Review law re: same. Prep re same for argument for mediation.	4.00	$895.00	$3,580.00
AB	02/10/2026	Review/analyze further conclusions from expert. Send to mediator. Prep for mediation.	5.00	$895.00	$4,475.00
AB	02/11/2026	Prep/appear for mediation.	8.00	$895.00	$7,160.00
SB	02/11/2026	Attend mediation	8.00	$450.00	$3,600.00
AB	02/12/2026	Draft/circulate MOU	4.00	$895.00	$3,580.00
AB	02/23/2026	Review/analyze Defendant's redlines to MOU. Prepare responsive redlines w/ comments. Prepare corr to accompany responsive redline. Send to OPC. Review/analyze Court deadlines/ procedures and ensure firm compliance.	4.00	$895.00	$3,580.00
ASC	02/26/2026	Draft Plaintiffs' CMC Statement, review court's docket, add POS, finalize and file via one legal, serve via email	1.00	$250.00	$250.00
NDB	03/01/2026	Review mediation notes and results. Review and analyze MOU terms and settlement amounts. Send MOU to 5 Plaintiffs for signature. Calls and emails to discuss terms and obtain signatures.	1.50	$850.00	$1,275.00

CL	03/03/2026	Email from S. Hinojosa re: Defendant's Status Conference Statement; Receipt and review same.	0.30	$750.00	$225.00
BW	03/11/2026	Review and analyze MOU re drafting settlement agreement and settlement administrator bids	0.50	$750.00	$375.00
BW	03/11/2026	Draft and send settlement administrator bid email to APEX	0.20	$750.00	$150.00
BW	03/11/2026	Draft and send settlement administrator bid email to ILYM	0.20	$750.00	$150.00
BW	03/11/2026	Draft settlement agreement	0.50	$750.00	$375.00
BW	03/13/2026	Prepare for, login, and attend Case Management Conference	1.30	$750.00	$975.00
BW	03/13/2026	Draft and send memorandum to file memorializing events and orders at Case Management Conference	0.20	$750.00	$150.00
ASC	03/13/2026	Respond to email from client re settlement and distribution timeline	0.30	$250.00	$75.00
BW	03/23/2026	Review MOU and continue to draft settlement agreement	0.50	$750.00	$375.00
BW	03/24/2026	Review and analysis of MOU re drafting settlement agreement	0.50	$750.00	$375.00
BW	04/01/2026	Review MOU re amended complaint and PAGA letter	0.10	$750.00	$75.00
BW	04/01/2026	Draft amended PAGA letter, including review intake information re additional PAGA representatives	0.40	$750.00	$300.00
BW	04/01/2026	Draft amended complaint re adding additional representatives	0.20	$750.00	$150.00
BW	04/01/2026	Draft stipulation re filing amended complaint to add new representatives	0.70	$750.00	$525.00
BW	04/02/2026	Email with opposing counsel re amended PAGA letter, FAC, and stipulation to file FAC	0.30	$750.00	$225.00
BW	04/07/2026	Email with opposing counsel re amended complaint and stipulation to file amended complaint	0.30	$750.00	$225.00
BW	04/10/2026	Continue drafting settlement agreement	0.30	$750.00	$225.00
BW	04/13/2026	Draft long form PAGA settlement agreement	1.00	$750.00	$750.00
BW	04/13/2026	Draft stipulation to add plaintiffs to action	0.50	$750.00	$375.00
BW	04/13/2026	Email with opposing counsel re finalized versions of amended PAGA letter, stipulation for leave to	0.50	$750.00	$375.00

		file FAC, and FAC			
BW	04/13/2026	Revise and finalize amended PAGA letter; submit to LWDA re same	0.50	$750.00	$375.00
BW	04/13/2026	Finalize stipulation for leave to file FAC; serve and file re same	0.50	$750.00	$375.00
BW	04/13/2026	Revise and finalize FAC as per MOU/for settlement purposes	0.50	$750.00	$375.00
BW	04/15/2026	Review correspondence and drafts of settlement agreement; draft memo and send to file re strategy for finalizing settlement agreement	0.10	$750.00	$75.00
BW	04/15/2026	Email with opposing counsel re draft of settlement agreement	0.10	$750.00	$75.00
JH	04/17/2026	Review and revise draft longform agreement; advise KN	1.50	$750.00	$1,125.00
KN	05/05/2026	Review final MOU; review notes form BW and JH; review issues and catch up on status of settlement; review Admin estimates; review and revise draft Agreement; memo to JH regarding corrections and next steps	3.00	$950.00	$2,850.00
JH	05/05/2026	Review file and docket; assess order rejecting stip; advise HD; discuss longform agreement with KN; circulate draft to defense counsel	1.50	$750.00	$1,125.00
HD	05/05/2026	Edit and correct Stipulation and Proposed Order for Leave to File FAC for re-submission per the Court's instructions. Process and submit to Court.	0.50	$250.00	$125.00
HD	05/18/2026	Receive, download and save filed First Amended Representative Action Complaint to electronic file. Upload to the LWDA website and circulate to handling attorneys.	0.30	$250.00	$75.00
ASC	05/18/2026	Review status of stipulation for leave to file FAC; stipulation signed; advise Y. Silva to file FAC by 5/22/26	0.40	$250.00	$100.00
JH	05/28/2026	Review file; corresp w defense cousnel re PAGA Approval motion filing deadline and status of agreement	0.20	$750.00	$150.00
TM	05/31/2026	Review file; discussed with team; reviewed Mediation brief, Complaint, PAGA Approval Motion, and Memorandum of Understanding; drafted Declaration of Plaintiff Rivera In Support of Plaintiffs' Motion for PAGA Approval; Email to client re declaration.	2.50	$450.00	$1,125.00
TM	05/31/2026	Review file; discussed with team; reviewed Mediation brief, Complaint, PAGA Approval Motion, and Memorandum of Understanding;	1.00	$450.00	$450.00

		drafted Declaration of Plaintiff Romero In Support of Plaintiffs' Motion for PAGA Approval; Email to client re declaration.			
TM	05/31/2026	Review file; discussed with team; reviewed Mediation brief, Complaint, PAGA Approval Motion, and Memorandum of Understanding; drafted Declaration of Plaintiff Archer In Support of Plaintiffs' Motion for PAGA Approval; Email to client re declaration.	1.00	$450.00	$450.00
TM	05/31/2026	Review file; discussed with team; reviewed Mediation brief, Complaint, PAGA Approval Motion, and Memorandum of Understanding; drafted Declaration of Plaintiff Morfin In Support of Plaintiffs' Motion for PAGA Approval; Email to client re declaration.	1.00	$450.00	$450.00
TM	05/31/2026	Review file; discussed with team; reviewed Mediation brief, Complaint, PAGA Approval Motion, and Memorandum of Understanding; drafted Declaration of Plaintiff Ortiz In Support of Plaintiffs' Motion for PAGA Approval; Email to client re declaration.	1.00	$450.00	$450.00
SP	06/02/2026	Reveiwed MOU, settlement agreement, mediation brief, correspondence and case notes. Drafted PAGA Approval Motion. Drafted Proposed Order. Requested billing. Requested Declarations. Requested TPA Declaration.	6.20	$675.00	$4,185.00
JH	06/03/2026	Review/analyze PAGA Approval motion draft; review further revisions from Defnedant on longform PAGA Agreement; draft individual Agreement	2.00	$750.00	$1,500.00
KN	06/03/2026	Review draft Agreement; review revisions thereto; analysis of revisions; review memo from JH; advise JH as to each issue	1.50	$950.00	$1,425.00
SP	06/03/2026	Reviewed and analyzed billing. Updated PAGA Motion and sent to KN with billing.	1.10	$675.00	$742.50
SP	06/04/2026	Reveiwed and analyzed declaration from TPA. Saved to file. Responded to TPA communication.	0.30	$675.00	$202.50
JH	06/08/2026	Review/analyze Defendant's proposed revisons to individual agreement; disucss with ND; finalize PAGA longform and all individual longforms; circulate all agreements for execution	1.30	$750.00	$975.00
NDB	06/08/2026	Review long form representative and individual agreements for conformity with MOU terms. Analyze court docket. Follow up with Plaintiffs for signatures and explanation of terms.	1.40	$850.00	$1,190.00
SP	06/08/2026	Reveiwed, revised and finalized PAGA Approval	0.40	$675.00	$270.00

		motion and sent to OPC.			
TM	06/09/2026	Email to Plaintiff Romero re declaration ISO MPA; advised TG re declaration for e-signature.	0.20	$450.00	$90.00
TM	06/09/2026	Email to Plaintiff Rivera re declaration ISO MPA; advised TG re declaration for e-signature.	0.20	$450.00	$90.00
TM	06/09/2026	Email to Plaintiff Archer re declaration ISO MPA; advised TG re declaration for e-signature.	0.20	$450.00	$90.00
TM	06/09/2026	Email to Plaintiff Morfin re declaration ISO MPA; advised TG re declaration for e-signature.	0.20	$450.00	$90.00
TM	06/09/2026	Email to Plaintiff Ortiz re declaration ISO MPA; advised TG re declaration for e-signature.	0.20	$450.00	$90.00
JH	06/09/2026	Review Plaintiffs' executed agreements; circulate to defense counsel	0.40	$750.00	$300.00
JH	06/11/2026	Revise PAGA Approval motion; circulate fully executed versions of the Agreement	0.50	$750.00	$375.00
TM	06/11/2026	Discussed status of PAGA approval motion with team; telephone call with client Romero re declaration ISO MPA.	0.50	$450.00	$225.00
SP	06/12/2026	Reveiwed and analyzed revisions provided by Defendant to PAGA Approval Motion. Reviewed Declarations and arranged for signatures of missing declarations.	1.20	$675.00	$810.00
SP	06/12/2026	Reveiwed and analyzed final billing, declarations and Settlement Agreement. Reviewed, analyzed, revised and finalized Motion for PAGA Approval, Proposed Order and arranged for service and filing of PAGA Approval Motion and supporting documents.	3.20	$675.00	$2,160.00
KN	06/12/2026	Final review of motion; final review of billing; memo re needed corrections to SP	1.00	$950.00	$950.00
				Quantity Subtotal	**207.4**
				Services Subtotal	**$125,145.00**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/19/2024	Onelegal/court fees	1.00	$463.22	$463.22
Expense	05/21/2024	KNOX Filing and Messenger Services	1.00	$198.25	$198.25
Expense	05/22/2024	One Legal/Court Fees	1.00	$15.39	$15.39

Expense	05/23/2024	One Legal/Court Fees	1.00	$51.48	$51.48
Expense	06/12/2024	One Legal/Court Fees	1.00	$463.22	$463.22
Expense	07/01/2024	filing via One Legal	1.00	$15.39	$15.39
Expense	08/27/2024	One Legal/Court Fees	1.00	$19.25	$19.25
Expense	08/28/2024	Document retrieval fee	1.00	$2.00	$2.00
Expense	08/28/2024	One Legal/Court Fees	1.00	$51.48	$51.48
Expense	09/11/2025	One Legal - Stipulation to stay	1.00	$45.32	$45.32
Expense	09/30/2025	Mediation Fees - M Resolution.	1.00	$14,000.00	$14,000.00
Expense	02/19/2026	Expert Fees - Berger Consulting	1.00	$7,267.50	$7,267.50
Expense	02/26/2026	One Legal - CMS	1.00	$24.73	$24.73
Expense	05/13/2026	One Legal/Court Fees	1.00	$24.73	$24.73
Expense	05/18/2026	One Legal/Court Fees	1.00	$24.73	$24.73
Expense	06/12/2026	Filing fee - motion	1.00	$60.00	$60.00
				Expenses Subtotal	**$22,726.69**

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	29.0	$895.00	$25,955.00
Scott Blumenthal	15.8	$450.00	$7,110.00
Nicholas De Blouw	32.1	$850.00	$27,285.00
Ricardo Ehmann	16.4	$675.00	$11,070.00
Jeffrey Herman	7.4	$750.00	$5,550.00
Christine LeVu	4.3	$750.00	$3,225.00
Trevor Moran	8.0	$450.00	$3,600.00
Kyle Nordrehaug	5.9	$950.00	$5,605.00
Sergio Puche	12.4	$675.00	$8,370.00
Victoria Rivapalacio	6.8	$750.00	$5,100.00
Adolfo Sanchez Contreras	50.1	$250.00	$12,525.00
Brooke Waldrop	9.9	$750.00	$7,425.00
Heather Drosi	0.8	$250.00	$200.00
Yesenia Silva	8.5	$250.00	$2,125.00

Quantity Total	**207.4**
Subtotal	**$147,871.69**
Total	**$147,871.69**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/12/2026	$147,871.69	$0.00	$147,871.69
			Outstanding Balance	**$147,871.69**
			Total Amount Outstanding	**$147,871.69**

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

Please pay within 30 days.

EXHIBIT 3

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

Piya Mukherjee
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2010, California
Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2018, California; 2004, Nevada
Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2011, California; 2016 Arizona
Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: San Diego State University; California Western School of Law

Christine Levu
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2012, California
Educated: University of California, Irvine; California Western School of Law

Andrew Ronan
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2020, New Mexico
Educated: University of Southern California; California Western School of Law

Sergio Julian Puche
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2013, California
Educated: University of California, Irvine; California Western School of Law

Trevor Moran
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2020, California
Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2024, California; 2014, Mexico
Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);
Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

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

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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

EXHIBIT 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**

WRITERS EXT: 1004

March 8, 2024
CA3241

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Legoland California, LLC
Certified Mail #9589071052700408542918
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

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

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Legoland California, LLC in California, including any employees staffed with Legoland California, LLC a third party, and classified as non-exempt employees during the time period of March 8, 2023 until a date as determined by the Court. Our offices represent Plaintiffs Kayla Rivera and Ryleigh Romero ("Plaintiffs") and other Aggrieved Employees in a lawsuit against Legoland California, LLC ("Defendant"). Plaintiff Rivera was employed by Defendant in California from April of 2021 to January of 2024. Plaintiff Romero was employed by Defendant in California from March of 2023 to January 5, 2024. Plaintiffs were 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 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. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to her, 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 Defendant 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 contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and 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. Defendant failed to provide Plaintiffs 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 Plaintiffs 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 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 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. 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 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 Plaintiffs and all Aggrieved Employees.

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

Respectfully,

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAYLA RIVERA and RYLEIGH ROMERO, individuals, on behalf of themselves, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

LEGOLAND CALIFORNIA, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. ____________________

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR A JURY TRIAL

Kayla Rivera and Ryleigh Romero(“PLAINTIFF”),individuals, on behalf of themselves and all other similarly situated current and former employees allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. Legoland California, LLC (“DEFENDANT”) is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

2. DEFENDANT owns and operates a theme park in San Diego, California.

3. PLAINTIFFS Rivera was employed by DEFENDANT in California from April of 2021 to January of 2024. PLAINTIFFS Rivera was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

3. PLAINTIFFS Romero was employed by DEFENDANT in California from March of 2023 to January 5, 2024. PLAINTIFFS Romero was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFFSS bring this Class Action on behalf of themselves and a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning on February 13, 2023 and ending on the date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00).

5. PLAINTIFFSS bring this Class Action on behalf of themselves and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which failed to lawfully compensate these employees. DEFENDANT's

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

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

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

<u>THE CONDUCT</u>

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time

worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS's off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

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

14. The second component of PLAINTIFFS' and other CALIFORNIA CLASS Members' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. Management and supervisors described the incentive program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFFS and other CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime compensation and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by DEFENDANT.

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

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

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

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

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

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

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

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

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

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

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

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

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

24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and believe and based thereon allege that such failure to pay sick pay at regular rate was willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

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

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

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

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

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

29. DEFENDANT knew or should have known that PLAINTIFFS and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties.

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

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

31. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the legally required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due to PLAINTIFFS. DEFENDANT did not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFFS and also failed to compensate PLAINTIFFS for PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of PLAINTIFFS' duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT's business records. The amount in controversy for PLAINTIFFS individually do not exceed the sum or value of $75,000.

JURISDICTION AND VENUE

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

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

THE CALIFORNIA CLASS

34. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq*. (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning on February 13, 2023 and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00).

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

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

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

unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq*. (the "UCL") as causation, damages, and reliance are not elements of this claim.

38. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS Members is impracticable.

39. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law by:

(a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code §§ 17200, *et seq*. (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company policies, practices and procedures that failed to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, including minimum wages owed and overtime wages owed for work performed by these employees; and,

(b) Committing an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

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

(a) The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA CLASS will apply to every member of the CALIFORNIA CLASS;

(c) The claims of the representative PLAINTIFFS are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA CLASS, were classified as non-exempt employees paid on an hourly basis who were subjected to the DEFENDANT's deceptive practice and policy which failed to provide the legally required meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFFS and CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFFS and the members of the CALIFORNIA CLASS were and are similarly or identically harmed by the same unlawful, deceptive and unfair misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA CLASS, and have retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFFS and the members of the CALIFORNIA CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

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

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

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

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

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

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

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

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

losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

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

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;

(d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

(g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA CLASS as a whole;

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

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

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

THE CALIFORNIA LABOR SUB-CLASS

44. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time during the period beginning on February 13, 2023 and ending on the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars ($5,000,000.00).

45. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT

failed to correctly calculate compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

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

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

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

(a) Whether DEFENDANT unlawfully failed to correctly calculate and pay compensation due to members of the CALIFORNIA LABOR SUB-CLASS for missed meal and rest breaks in violation of the California Labor Code and California regulations and the applicable California Wage Order;

(b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;

(c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;

(d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,

(e) Whether DEFENDANT's conduct was willful.

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

(a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;

(b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq*., by failing to accurately pay PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

(c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;

(d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;

(e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,

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

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

(a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;

(c) The claims of the representative PLAINTIFFS are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA LABOR SUB-CLASS, were non-exempt employees paid on an hourly basis who were subjected to the DEFENDANT's practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have retained counsel who are competent and experienced in Class

Action litigation. There are no material conflicts between the claims of the representative PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

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

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

1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

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

(b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT fails to pay all wages due. Including the correct wages for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;

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

1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will

avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

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

(a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;

(d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

(g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

(h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

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

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FIRST CAUSE OF ACTION

For Unlawful Business Practices

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

(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)

53. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

54. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof. Code § 17021.

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

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

Cal. Bus. & Prof. Code § 17203.

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

57. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California Business & Professions Code, including restitution of wages wrongfully withheld.

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

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

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

61. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an

off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

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

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

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

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

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

67. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

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

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

68. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

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

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

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

73. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS.

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

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

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

77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members to work without paying them for all the time they were under DEFENDANT's control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the

other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned wages.

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

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

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

81. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA

LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

<u>THIRD CAUSE OF ACTION</u>

For Failure To Pay Overtime Compensation

[Cal. Lab. Code § 510]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

82. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

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

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

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

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

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

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

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

90. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,

PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid collective bargaining agreement that would preclude the causes of action contained herein this Complaint. Rather, PLAINTIFFS brings this Action on behalf of herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-negotiable, non-waiveable rights provided by the State of California.

91. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime worked that they are entitled to, constituting a failure to pay all earned wages..

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

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

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

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

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

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<u>FOURTH CAUSE OF ACTION</u>

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

97. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

98. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

<u>FIFTH CAUSE OF ACTION</u>

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

101. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

102. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

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

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

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

105. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

106. Cal. Labor Code § 226 provides that an employer must furnish employees with

an "accurate itemized" statement in writing showing:

(1) gross wages earned,
(2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
(3) the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
(4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
(5) net wages earned,
(6) the inclusive dates of the period for which the employee is paid,
(7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
(8) the name and address of the legal entity that is the employer, and
(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

107. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages

earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members 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 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq*. As a result, DEFENDANT from time to time provided PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code § 226.

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

thousand dollars ($4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

SEVENTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

109. PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS members reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

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

111. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not limited to, costs related to using their personal cellular phones on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to use their personal cellular phones and home offices in order to perform work related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal cellular phones and home offices for DEFENDANT within the course and scope of their employment for

DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

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

EIGHTH CAUSE OF ACTION

For Failure to Pay Wages When Due

[Cal. Lab. Code §§ 201, 202, 203]

(By PLAINTIFFS, and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

113. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1. Cal. Lab. Code § 200 provides, in relevant part, that:

> As used in this article:
> (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
> (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

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

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

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

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

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

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

118. The employment of PLAINTIFFS, and many CALIFORNIA LABOR SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, at all times during the term of PLAINTIFFS's employment with DEFENDANT, PLAINTIFFS, and CALIFORNIA LABOR SUB-CLASS Members earned and accrued vested vacation and holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation policies and applicable California law. The amount of vacation pay PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members earned and accumulated is evidenced by DEFENDANT's business records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFFS, and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFFS's, and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary incentive compensation into the vacation wage payment calculations.

DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which PLAINTIFFS, and other CALIFORNIA LABOR CLASS Members would be paid vacation upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful practice, policy and procedure to deny paying PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time, DEFENDANT failed to pay PLAINTIFFS, and the members of the CALIFORNIA LABOR SUB-CLASS all vested vacation time as wages due upon employment termination, in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFFS, and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFFS's, and the CALIFORNIA LABOR SUB-CLASS Members' non-discretionary compensation into the waiting time penalty calculations. This failure by DEFENDANT is believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation for earned, accrued and vested vacation and holiday time, as well as the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and deceptive practice to the detriment of PLAINTIFFS, and the members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT's uniform practice and policy of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday time accumulated at employment termination violated and continues to violate Section 227.3 of the California Labor Code.

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

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NINTH CAUSE OF ACTION

For Failure to Pay Sick Pay Wages

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

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

122. As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-

hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT underpaid sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS.

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

124. As alleged herein and as a matter of policy and practice, DEFENDANT routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246, among other Labor Code provisions. PLAINTIFFS are informed and believe that

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

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

   A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

   B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;

   C) An order requiring DEFENDANT to pay all wages and all sums unlawfuly withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and,

   D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

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

A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

C) The greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and an award of costs for violation of Cal. Lab. Code § 226;

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

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

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

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

3. On all claims:

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

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

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

Dated: March 6, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: ______________________________
Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for PLAINTIFFS

DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: March 6, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: ______________________________
Norman B. Blumenthal
Nicholas J. De Blouw

EXHIBIT 6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280066)
Sergio J. Puche (State Bar #289437)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAYLA RIVERA and RYLEIGH ROMERO, DAPHINE ARCHER, ROBERT MORFIN, and ADAM ORTIZ on behalf of the State of California, as private attorneys general, Plaintiffs, vs. LEGOLAND CALIFORNIA, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive, Defendants.	**Case No. 37-2024-00027344-CU-OE-CTL** **PAGA ACTION** **DECLARATION OF ANTHONY ROGERS OF ILYM GROUP, INC.** Action Filed: June 11, 2024

DECLARATION OF ANTHONY ROGERS

1. I am a resident of the United States of America and am over the age of 21. I am the Senior VP for ILYM Group, Inc., (herein after referred to as "ILYM Group"), a professional class action services provider. I am preparing this declaration at the request of Plaintiff's Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in disseminating PAGA settlements and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Rivera v. Legoland California, LLC* matter.

4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from aggrieved employees. After receiving the data file from Defendant, which should contain the aggrieved employees' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

5. As part of the preparation for notice and disbursement, ILYM Group will process aggrieved employees' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), to update and confirm the mailing addresses of the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original address provided by Defendant for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement are: **$15,650.00**.

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of June 2026, at Tustin, California.

Anthony Rogers

Anthony Rogers

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

• Wage and Hour
• FLSA
• Insurance and Health Care
• Consumer
• Finance
• Employment and Labor
• Securities
• Antitrust
• TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- •Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- ***Administration Consultation***: Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- ***Fulfillment and Correspondence***: All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

- ***Reverse Lookup***: A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

- ***Creating Class Database***: All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

- ***Claim Forms***: ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

- ***Translations***: When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

- ***Remails***: Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS
Notice Publication

- ***Legal Notices***: ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.

- ***Electronic Publication (Banner Ads)***: ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

- ***Electronic Mail Notices***: ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.

- ***Reach***: Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.

- ***Services Included***: Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- ***Case Notification, Maintenance and Management***: ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.

- ***Claims Processing***: All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.

- ***Call Center***: ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.

- ***Internet Support***: Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members
may download the claim form with mailing and fax instructions provided on the form.

- ***Objection and Request for Exclusion***: All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- ***Network Security***: All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.

- ***Database Administration:*** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management***: Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.

- ***Check Printing and Mailing***: Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.

- ***Preparation, Filing and Reporting of Taxes***: ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report***: All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.

- ***Project Manager Final Report***: All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.

- ***Affidavits***: ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.

- ***Document Retention***: Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM | GROUP, Inc.
ADMINISTRATIVE SETTLEMENT EXPERTS

CLARUS IT SOLUTIONS

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and "codes" No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes

Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT "C"

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Legoland California, LLC (CA3241)
Wednesday, March 11, 2026

Requesting Attorney:
Brooke Wilkinson Waldrop, Esq.
Blumenthal Nordrehaug Bhowmik De Blouw LLP
brooke@bamlawca.com
858.260.8349

ILYM Group Contact:
Tony Rogers
ILYM Group, Inc.
TRogers@ilymgroup.com
626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	3,983
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$4,303.73
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$10,356.27
Case Conclusion:	$990.00
Estimated ILYM Fees & Expenses:	**$15,650.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Legoland California, LLC (CA3241)

Wednesday, March 11, 2026

Requesting Attorney's Name: Brooke Wilkinson Waldrop, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	4	$600.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	6	$720.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$1,000.00	1	$1,000.00
Toll-Free Customer Service Representative	Flat Rate	$1,233.73	1	$1,233.73
			Subtotal	**$4,303.73**
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	5	$750.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	5	$625.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$0.80	3,983	$3,186.40
USPS First Class 1oz Postage	Per Piece	$0.75	3,983	$2,987.25
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$1.00	558	$557.62
Preparation of Taxes	Hourly	$150.00	5	$750.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00
			Subtotal	**$10,356.27**
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	2	$200.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$120.00	2	$240.00
			Subtotal	**$990.00**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

**Additional Bank fees may apply*

Estimated ILYM Fees & Expenses: $15,650.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.
Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.
Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.
Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.
Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.
Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.
Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.