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KING COUNTY, WASHINGTON

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SUPERIOR COURT CLERK
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DEPUTY

The Honorable Cindi Port

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

EILISH HOFFMAN, individually and on behalf of all those similarly situated, Plaintiff, v. TAGLE AND PARTNERS L.L.C., a Washington Limited Liability Company and ALAN TAGLE, individually and on behalf of the marital community comprised of ALAN TAGLE and J. DOE TAGLE, Defendants.	No. 24-2-15794-8 SEA COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. INTRODUCTION

This matter was tried to the Court over the course of 17 trial days that took place between March 30, 2026 and May 22, 2026. Lindsay L. Halm and Andrew D. Boes of Schroeter Goldmark & Bender (SGB), and Janae Choquette of the Fair Work Center (FWC) represented Plaintiff Eilish Hoffman and the Class of baristas. Leah C. Lively and Graham Lambert of Buchalter represented Defendants Alan Tagle and Tagle & Partners L.L.C. at trial, with appearances by Olivia Courogen, Miranda Herreid, Amber Bevacqua-Lynott, and David Spellman.

Plaintiff, on behalf of the Class, asserted the following claims against Defendants: (a) failure to track and pay all hours worked at or above the minimum wage rate of pay in violation of the Minimum Wage Act (MWA), RCW 49.46; (b) failure to provide the benefit of paid sick leave in violation of Washington's Paid Sick Leave Law (PSL), RCW 49.46.210; (c) wage/tip rebates and willful withholding of wages/tips in violation of the Wage Rebate Act (WRA), RCW 49.52.050, .070; (d) conversion of baristas' wages/tips in violation of Washington common law; and (e) restraints on baristas having an additional job in violation of Washington's non-competition law, RCW 49.62.070. On behalf of the Class, Plaintiff seeks to recover wages, prejudgment interest, statutory penalties, costs, and attorneys' fees.

During trial, the Court heard testimony from 18 current and former employees, Mr. Tagle, and two expert witnesses, and reviewed thousands of pages of exhibits. Because some of the evidence is contradictory, the Court must make credibility determinations. The Court is in the best position to view the demeanor of witnesses and to evaluate testimony based on what takes place in the courtroom, and also to weigh the testimony against the other admissible evidence at trial.

To the extent the following Findings of Fact contain legal conclusions, those shall be deemed Conclusions of Law, and to the extent the following Conclusions of Law contain factual findings, those shall be deemed Findings of Fact.

II. FINDINGS OF FACT

A. Trial Testimony of Testifying Baristas[1]

Cheyenne Haines (Plaintiff's witness)

1. Cheyenne Haines used the name Vanessa at work.

2. Timeframe worked: She worked for Defendants from approximately June 2020 to September 2024. She took approximately one year off because she got sick. After she came back, she received less desirable shifts and felt penalized for taking time off. She stopped working for Defendants because she wanted to get out of the industry and her shifts were getting worse.

3. Stands/shifts worked: She primarily worked mid-day shifts in Seattle, Edmonds, and Bothell. P. Ex. 18 reflects she worked in Seattle during 2023 and 2024.

4. Pre-shift work: She would typically arrive for her shift 5-15 minutes early. That time was spent changing into her work attire, posting on social media, communicating with the previous barista, and occasionally procuring necessary supplies. When working in Seattle, extra time was needed because the coffee machine was unplugged overnight and it took 15 minutes to warm up.

5. Post-shift work: She would typically work 20 minutes after her shift. This time was spent cleaning, re-stocking, and completing her drop. When working in Seattle, there would be extra duties surrounding the dumping and gathering of water, due to the lack of plumbing.

6. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. Her drops included in evidence were primarily from 2023 and 2024. This court finds that a sufficient number of drops were presented to verify her testimony.

7. Sales goals: She received group messages from Mr. Tagle that he expected them to meet sales goals. She witnessed other baristas get fired or less desirable shifts for not making

[1] This section contains testimony of each testifying barista as to key issues this court must decide. It does not contain all of their testimony. This court then reduced some of the barista testimony into a chart. See Appendix A.

their sales goals. She had a good relationship with Mr. Tagle and wanted to keep that relationship, so she never discussed sales goals with him.

8. Rebated pay/tips: She routinely rebated pay/tips in order to make the sales goal, so she could keep her job and get better shifts. She did not tell Mr. Tagle she was rebating her pay/tips. Mr. Tagle did not ask her to rebate her pay/tips. During cross examination, she admitted that when she did make her sales goal, she would sometimes hold back money from Defendants to make up for the other days when she rebated her pay/tips in order to make the sales goal. This was not reflected on her drops.

9. Sick leave/pay: She never received sick time/pay. If she was sick, she was expected to find coverage. Sometimes she would ask for Mr. Tagle's assistance in finding coverage. She was worried that she would lose her shifts if she called out sick.

10. Work for competitors: She understood that she could not work at other coffee stands unless she had prior approval from Mr. Tagle.

11. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes. This court places greater weight on her testimony regarding how much pay and tips she rebated, because she was the only barista that took detailed and contemporaneous notes (payment ledgers) of her pay and rebates. See Appendix B to this Order, which this court asked Plaintiff's counsel to prepare based on P. Exs. 52-54 (payment ledgers). Appendix B also contains a summary of P. Exs 52-54 prepared by the Defense. This court finds that Appendix B accurately reflects P. Exs. 52-54 in table and summary form.

Eva Bhagwandin (Plaintiff's witness)

12. Eva Bhagwandin used the name Nea at work.

13. Timeframe worked: She worked for Defendants for approximately four years. She started at the beginning of 2020 (start of COVID). She was terminated from employment in February 2024.

14. Stands/shifts worked: She worked at all of Defendants' locations, but primarily worked mid-day shifts in Seattle, Bothell and Lynnwood. When she first started it was mostly at Seattle. After one year, she worked equally at Seattle and Bothell. She worked mostly at Lynnwood during 2023-2024. This testimony is supported by her drop envelopes.

15. Pre-shift work: She would usually get to work 5-15 minutes early and would frequently have to pick up ice or milk before her shift. Mr. Tagle also required her to post her shift on social media at least 30 minutes before each shift.

16. Post-shift work: She would always stay late, between 15-40 minutes, after her shift to finish cleaning and do her drop. During cross examination, she reduced that estimate to 5-20 minutes when working a mid-day shift at Bothell or Lynnwood.

17. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. Her drops included in evidence were primarily from 2023 and 2024. This court finds that a sufficient number of drops were presented to verify her testimony.

18. Sales goals: She would regularly receive group texts where Mr. Tagle would tell baristas his expected sales goals. He would also inform her and other baristas of the consequences for not meeting their sales goals, which were loss of employment or different shifts. She was taken off the schedule at least once per year for not making her sales goals.

19. Rebated pay/tips: She would make her sales goals about 10% of the time, so she would regularly rebate her pay/tips in order to make the sales goal. The range she would rebate would be \$20-\$100. The average was \$20-\$50. During cross examination, she changed that estimate to \$40-\$70. Defendant and other baristas told her to rebate pay/tips to meet sales goals.

20. Sick leave/pay: She was never told she was eligible for sick time and never received any sick pay. Mr. Tagle told her she was responsible for finding coverage when she was sick. Sometimes baristas would pay her to cover for them when they were sick. Mr. Tagle told her he fired Delanie and Naomie for calling out sick.

21. Work for competitors: Mr. Tagle instructed her that she had to have permission to work at another bikini stand. She understood she could not work at another bikini stand that was in close proximity to Defendants' stands, but there was no rule on any specific distance. She did work for another coffee/tea stand and occasionally covered shifts at a bikini barista stand named Steamy Shots. She was aware that baristas (Scarlet and Amy) did get fired for working for another bikini barista stand.

22. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Isabelle Soto (Plaintiff's witness)

23. Isabelle Soto used the name Izzy at work.

24. Timeframe worked: She started working for Defendants in either 2022 or 2023, after moving to Seattle. She worked for Defendants for roughly five months.

25. Stands/shifts worked: Her drops reflect that she worked primarily in Edmonds, but did have occasional shifts in Seattle and Lynnwood.

26. Pre-shift work: She would typically get to work 20 minutes before her shift, so she could prep the coffee machine/ice and post/advertise on social media (which typically took 15 minutes). She was never paid a wage for picking up product before her shift.

27. Post-shift work: She would typically work 15-30 minutes after her shift to finish cleaning and to fill out her drop.

28. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

29. Sales goals: Mr. Tagle texted her individually and in group texts about the sales goals. He stated he would find people that would meet the sales goals if they weren't met.

30. Rebated pay/tips: One or two shifts out of ten, she would have to rebate her pay to make the sales goal. Eight shifts out of ten, she would have to rebate her tips to make the sales goal. She kept working for Defendants because some money was better than no money. Mr. Tagle told her to do what she had to do to make quota. There were examples of her drop envelopes in evidence where there was cash listed on the drop envelope but zero was written for her pay. When this happened, Mr. Tagle never contacted her to make sure she received her pay.

31. Sick leave/pay: Mr. Tagle never informed her that she was eligible for sick leave, and she did not receive sick pay. Mr. Tagle told her she was responsible for finding coverage when she was sick.

32. Work for competitors: When she was hired, Mr. Tagle told her she could not work a second job. She was under the impression that she could not work at other bikini stands. She did ask Mr. Tagle for more work and he did give her double shifts at different stands. She almost worked 40 hours per week. She was aware that other baristas worked for other bikini stands, possibly because they had Mr. Tagle's permission.

33. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Hannah Campbell (Plaintiff's witness)

34. Hannah Campbell used her first name at work.

35. Timeframe worked: She worked for Defendants from approximately September 2023 through October 2023. She was fired over text and told that she was consistently bringing in $100 less per shift than other baristas and was not preferred by customers.

36. Stands/shifts worked: She worked in Edmonds, Bothell, Lynnwood, and Everett. She primarily worked the closing shift in Edmonds. This testimony could not be confirmed by her drops.

37. Drops: There are only three of her drops in evidence. All from the Edmonds stand. Two were closing shifts. See P. Exs. 238, 239 and 240. That said, her testimony and examples of her three drop envelopes and text communication from Mr. Tagle on how to fill out her drops credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas.

38. Rebated pay/tips: But for one time, she always rebated her pay to make the sales goal. She rebated at least 75% of her tips in order to meet the sales goals. Her rebated tips averaged about $50-$100 per shift. She never met sales goals without rebating her tips. On one occasion, Mr. Tagle told her to put her tips into the envelope to meet sales goal. She testified she lost money while working for Defendants but wanted to keep working there because she wanted to accrue a customer base in the industry.

39. Sick leave/pay: Although she did work for Defendants less than 90 days, she was never told she would be eligible for sick leave.

40. Credibility Assessment: Because she only worked for Defendants approximately two months and there are only three of her drops in evidence, this court did not have enough evidence to verify her testimony regarding pre- and post-shift work and rebating pay/tips. However, this court finds her testimony credible based on the manner in which she testified and the reasonable consistency with other barista testimony, but will assign less weight to her testimony.

Annabelle Mattaliano (Plaintiff's witness)

41. Annabelle Mattaliano used her first name at work.

42. Timeframe worked: She worked for Defendants from approximately late 2011 until the end of June 2023. She worked sporadically in 2017. She worked regularly from late 2020 through mid-2021. She worked sporadically after moving to California on July 1, 2021 (winter 2021, July 2022, Christmas 2022, and June 2023).

43. Stands/shifts worked: She first worked primarily morning shifts in Seattle and a couple of times in Lynnwood. From 2021-2023, she worked primarily morning and mid-

shifts in Bothell. This could not be verified with her drops, as there were none admitted into evidence.

44. Pre-shift work: For a morning shift, she would typically arrive 15-30 minutes early to get everything ready to start serving coffee when the stand opened. She was required to text Mr. Tagle when she was on her way to her morning shift. For a mid-shift, she would typically arrive 10 minutes early to get everything ready. In addition to arriving early, she also spent approximately 15 minutes per shift posting/advertising on social media and occasionally getting product. She would advertise on her own social media platforms prior to her shift and during her shift.

45. Post-shift work: For morning and mid-shifts, she would stay about 10 minutes after her shift ended to clean and do her drop. For closing shifts, she would typically stay 30 minutes after her shift ended to clean everything and make sure the stand was ready to be opened the next morning.

46. Drops: Her testimony of her drop envelopes was reasonably consistent with other testifying baristas.

47. Sales Goals: Mr. Tagle repeatedly reminded her and other baristas via text of his expectation that they meet sales goals. If they didn't make sales goals, they would be fired or receive less desirable shifts. She did communicate with him on at least one occasion that she had put in her own money to meet sales goals and Mr. Tagle did not inquire further or reimburse her.

48. Rebated pay/tips: She would meet sales goals approximately 25% of the time in Seattle and 65-70% of the time elsewhere. When she did not make sales goals, Mr. Tagle would express disappointment and told her she had to do better. She kept working for Defendants, because she was friends with one of the baristas, Eilish Hoffman, and could do a double shift with her.

49. Sick leave/pay: Mr. Tagle never gave her notice that she was entitled to sick leave. When she was sick, it was her responsibility to find coverage for her shift. If she couldn't find coverage, she worked while sick. If she could not find coverage and could not work while sick, Mr. Tagle would text her that he would have to re-examine her shifts going forward.

50. Work for competitors: She knew that she was not allowed by Mr. Tagle to work at another bikini barista stand that was close to one of his stands. She did work, with his permission, for a stand down south of his locations.

51. Credibility Assessment: This court finds that there was insufficient data presented with Ms. Mattaliano's testimony to verify if her testimony was credible regarding pre- and post-shift work and rebating pay/tips. However, this court finds her testimony credible based on the manner in which she testified and the reasonable consistency with other barista testimony, but will assign less weight to her testimony.

Kaybriana Jackson (Plaintiff's witness)

52. Kaybriana Jackson used the name Katrina at work.

53. Timeframe worked: She worked for Defendants approximately four-five months from August 2022 – December 2022. She left her job because she was losing more money than she was making.

54. Stands/shifts worked: She worked shifts in Bothell, Lynnwood and Edmonds. However, she worked primarily four-five shifts per week at Everett. The Everett stand started

as a family friendly stand and then turned into a bikini barista stand in December of 2022. She became the manager at that stand after a few weeks. There was no extra pay but extra responsibilities such as training, making the schedule, procuring inventory, and hiring and firing, with Mr. Tagle's approval.

55. Pre-shift work: For morning shifts, she would arrive 15-30 minutes before the stand would open to get the stand ready to open. She also posted prior to and during her shifts on social media to advertise her shifts. She spent approximately 30 minutes on each day's post.

56. Post-shift work: At the end of morning and mid-shifts, she would work an additional 30 minutes to make sure the stand was ready to hand off to the next barista, which included doing her drop, restocking inventory and getting ice from across the street at the gas station, Cash and Carry, or Costco. At the end of a closing shift, she would work an additional 60 minutes to get the stand ready for the next day (cleaning, lights, inventory, drop). As the manager, she also completed inventory three-four times per week, which took two hours each time she performed that task.

57. Drops: There are only seven of her drops in evidence. All from the Everett stand. See P. Exs. 21-27. That said, her testimony and examples of her seven drop envelopes credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas.

58. Sales goals: Mr. Tagle informed her that she should take away shifts or fire baristas for not making their sales goal. She also knew that Mr. Tagle told Demi via text that they had to rebate their money to make the sales goal. She took that to mean that the baristas always had to make the sales goal. She remembered Mr. Tagle stating that "you are only as good as your worst shift," which did not make her feel good and pressured her to make more sales. Mr. Tagle instructed her to fire Solomon for not making sales goals, but she convinced him to just cut her hours. He instructed her to fire Lolo, which she did, for not making sales goals. Mr. Tagle instructed her to fire Shaquila, which she did, because she was too fat and did not make sales goals.

59. Rebated pay/tips: She routinely rebated her pay to make the sales goals. She took home pay only 1-2 times while working at Everett. She made between $0-$500 in tips per shift. About 50% of her tips were rebated to make the sales goal, which was approximately $25-50 per shift. Little less than half the time she took pay/tips home. No one told her to rebate her pay/tips to make sales goals.

60. Sick leave/pay: Mr. Tagle did not inform her there was sick leave and, if she was sick, she was responsible for finding coverage.

61. Work for competitors: Mr. Tagle told her that if baristas worked at other stands, then they do not get to work for him. She was not aware of geographical restrictions.

62. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Isabelle Tolliver (Plaintiff's witness)

63. Isabelle Tolliver used the name Bambi at work.

64. Timeframe worked: She worked for Defendants for 10-11 months from 2023 through July 2024.

65. Stands/shifts worked: She worked primarily mid and closing shifts. She worked 50-60% of her shifts in Edmonds. Seattle was her least worked stand and Bothell was the most desirable, because it was the money-making stand.

66. Pre-shift work: She would typically arrive 15 minutes before her shift to change clothes, post on social media, and get the stand ready. She would also advertise her shift on social media the night before her shift.

67. Post-shift work: She would typically stay 15-30 minutes after her shift to change, clean, re-stock and do her drop.

68. Drops: A limited number of her drops were admitted into evidence. See examples in P. Exs. 202, 230, 295, and 290. Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas.

69. Sales goals: When she first started, Mr. Tagle told her not to worry about making the sales goal. Later on, he would not schedule her the next week or give her less desirable shifts if she did not make the sales goal. She also noticed that girls were removed from the group chat when they did not make the sales goal.

70. Rebated pay/tips: Almost every shift, she would rebate her wages and tips to make the sales goal. Five to eight times she went home with no pay or tips. She made 0-$250 in tips per shift. Mr. Tagle never told her to rebate pay/tips to make sales goals.

71. Sick leave/pay: P. Ex. 202 is a text between Ms. Tolliver and Mr. Tagle where she informed him she was in a car crash and could not make it to work. He offered her a ride. She did not get on the schedule again until October 2023. She was never offered sick leave and did not receive sick pay. At the time she had not worked for Defendants for 90 days. Other times when she was sick, it was her responsibility to find coverage, even if she had to pay a barista because it was a less desirable location or shift.

72. Work for competitors: Mr. Tagle told her she could not work at other stands within 15-20 miles of his stands. He did approve of her working at a stand in Kent. He rejected her request to work a double shift with another barista at Double Cup, which is a stand close to his.

73. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Eilish Hoffman (named plaintiff)

74. Eilish Hoffman used her first name at work.

75. Timeframe worked: She started working for Defendants in 2009 and was terminated on February 13, 2024. Defendants had one stand when she started. Defendants had five stands when she left employment.

76. Stands/shifts worked: She worked opening shifts one to two times per week. She mostly worked in Bothell, Seattle, and Lynnwood during the class period. This testimony is supported by her drop envelopes.

77. Pre-shift work: She would arrive around 10-15 minutes early for opening shift to get things ready and to warm up the coffee machine. She also had to text Mr. Tagle before she arrived. For mid-shifts, she would arrive a little bit early. She would also advertise her shifts by posting on social media, which Mr. Tagle encouraged.

78. Post-shift work: For closing shifts, she would always stay late. On average approximately 20 minutes. Occasionally, it would be 30-35 minutes, if there was a late arriving customer. For other shifts, her closing duties were around 15-20 minutes. Seattle closing took the longest, due to the coffee machine and lack of plumbing.

79. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

80. Sales goals: She was told frequently what the sales goals were and knew Mr. Tagle expected her to meet them.

81. Rebated pay/tips: About 90% of the time she put in her pay to meet the sales goal. However, her text messages claim she rarely had a problem meeting the sales goal. But contrary to her texts, she did inform Mr. Tagle several times she rebated her pay/tips to make the sales goal. When she did rebate pay, it was to keep her preferred stand/shift and she wanted to do a good job. She did not inform Mr. Tagle she was rebating pay and he did not instruct her to do so.

82. Sick leave/pay: She had to work while sick about nine times from 2021 to 2024.

83. Work for competitors: She understood that she could work at another bikini barista stand, so long as it was not a direct competitor. She did work for Pink Devil in Kent sometime during 2021-2024, but the commute was too far and she quit.

84. Miscellaneous: When Defendants purchased the Everett stand, Mr. Tagle offered her 50% of the profits. She declined, because he was turning it into a bikini barista stand. She used to consider Mr. Tagle a friend and he used to do her taxes. He paid her taxes one year. He also loaned her money to buy a condo. It was a 30-year loan at 3% interest.

85. Credibility Assessment: Although Ms. Hoffman has a motive to testify in order to advance her case, this court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Arielle Effenberger (Plaintiff's witness)

86. Arielle Effenberger used the name Elle at work.

87. Timeframe worked: She worked for Defendants for over four years, starting in April 2020. She voluntarily left employment in order to get more hours.

88. Stands/shifts worked: She worked primarily in Seattle (70% of the time after 2021), but also worked shifts in Bothell and Lynnwood (15% of the time after 2021). She worked occasionally at Edmonds. This testimony is supported by her drop envelopes.

89. Pre-shift work: She would arrive around 30-45 minutes before each shift to get the stand ready for morning shifts. There was extra work at the Seattle stand due to the lack of storage, no ice machine and no plumbing. She also had to get products occasionally before her shift started. She posted on social media to advertise each of her shifts.

90. Post-shift work: She stayed around 15-30 minutes after each morning and mid-shift to change, clean and do her drops. She would stay around 30-60 minutes after a closing shift to clean the espresso machine.

91. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all

testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

92. Sales goals: She knew that if she did not make sales goals there would be consequences of less desirable shifts or termination. She was never fired or threatened with less desirable shifts for not making sales goals.

93. Rebated pay/tips: Mr. Tagle never corrected any of her drops over the years, except a couple of times to lower her pay. Mr. Tagle told her to only write down her shift hours on her drops, not her arrival and departure time. The first time she did not write a payout on her drop, Mr. Tagle told her to write one anyway even though she did not receive the money. She copied his instructions going forward. She first started with $10 of pay per hour. Later, as P. Ex. 327 demonstrates, Mr. Tagle gave instructions that pay for four hours was $50 and pay for five hours was $62. She used those amounts for her pay regardless of which stand she workedth. She rebated at least $100 and up per shift to make the sales goals. The average was $100-$250 per shift. She needed to earn $30-$55 every hour in tips to meet sales goals. She never took her full pay home in four years of employment. There were numerous exhibits showing that she informed Mr. Tagle via text that she was not taking pay/tips and he never offered to pay her, except one time in P. Ex. 266 ($25). She kept working for Defendants because she was immune compromised, needed flexible hours as she was in college, and her regular customers in Seattle would give her good tips sometimes.

94. Sick leave/pay: Mr. Tagle never informed her there was sick leave and she never received sick pay. She knew it was her responsibility to find coverage for her shift if she was sick. A couple of times, Mr. Tagle helped her find coverage.

95. Work for competitors: During her interview, Mr. Tagle asked her if she was working at other bikini barista stands. She said no. He responded, "good, I don't allow that here." She did work at Lady Bug for a period of time, while working for Defendants.

96. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Ojeaneya Ellis (Defendants' witness)

97. Ojeaneya Ellis used the name Remy at work.

98. Timeframe worked: She worked for defendants from July 2021 to March 2025, at which time she voluntarily left employment.

99. Stands/shifts worked: She worked at the Edmonds, Seattle and Lynnwood stands. She also worked a couple of shifts at Bothell, which was the busiest stand. She preferred the Lynnwood stand. She worked every shift, but primarily opening and mid-shifts. She averaged four to six shifts per week. This testimony could not be confirmed by her drops.

100. Pre-shift work: She would typically arrive five minutes before her shift to change clothes and get the stand ready. When she worked in Seattle, she would have to arrive 10 minutes early, because it took the espresso machine longer to warm up. She would post on social media to advertise her shift. She would typically post during her shift but would also post on Sunday when the shifts schedule was published. Her weekly posts took about 10 minutes. She never sought reimbursement for posting, because she felt it benefited her sales and she had loyal customers. At the Seattle stand, she would occasionally have her boyfriend go get her ice.

101. Post-shift work: She would work around five minutes after her shift closed to complete her drop and close up the stand. Seattle would take extra work due to no plumbing.

102. Drops: There are only three of her drops in evidence, even though she worked for the Defendants nearly four years. See P. Exs. 341-343. She claims she did not receive a letter from Plaintiff's counsel requesting data from her phone. That said, her testimony and examples of her three drop envelopes credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas.

103. Sales goals: She believed the sales goals were reasonable. She could count on one hand not making the sales goal. When she did not reach the sales goal, she did not receive any negative comments or consequences from Mr. Tagle.

104. Rebated pay/tips: She used round numbers for her pay. That was her choice. To her recollection, she always took her pay and tips home. She testified at one point that she used Paycheck City and at another point she did not use Paycheck City to calculate her wages. She also occasionally purchased products for the stands. She claims she was paid for that time.

105. Opt-out: She chose to opt-out of this lawsuit because she had a positive working relationship with Mr. Tagle and believes she was treated fairly.

106. Credibility Assessment: This court finds that there was insufficient data presented to verify if Ms. Ellis' testimony was credible regarding pre- and post-shift work and rebating pay/tips. However, this court finds her testimony credible based on the manner in which she testified and the reasonable consistency with other barista testimony, but will assign less weight to her testimony.

Zayda Heimbinger (Defendants' witness)

107. Zayda Heimbinger used the name of Winter or Zayda at work.

108. Timeframe worked: She started working for the Defendants in January 2022. She is still employed by the Defendants.

109. Stands/shifts worked: She has worked at all five stands owned by Defendants. She primarily worked in Lynnwood at the beginning of her employment and now works primarily at the Everett stand. This could not be verified with her drops, as there were none admitted into evidence.

110. Pre-shift work: She does not generally arrive early for work, except in Seattle. In the winter, she arrives 5-10 minutes early for the opening shift in Seattle to warm up the coffee machine. When working a morning shift, she was required to send Mr. Tagle a text that she was awake. Now she is required to send a picture of herself in the stand when she opens. Mr. Tagle encourages her to post her shift on social media. She has never asked for reimbursement for the time spent advertising.

111. Post-shift work: She denied there being any post shift work and testified that she filled out her drops at the very end of her shift.

112. Drops: She gets a new phone every year. She cleans out her photos at that time, so she only would have six months of photos and texts that document her drops and communication on her current phone. Does not recall getting a letter from Plaintiff's counsel asking for data on her phone. Although none of her drops are in evidence, her testimony of her drop envelopes was reasonably consistent with other testifying baristas.

113. Sales goals: She never saw group texts where Mr. Tagle told baristas that the consequences of not meeting the sales goal were termination or less desirable shifts.

114. Rebated pay/tips: She does not make the sales goal about 10% of the time. She never felt pressure to rebate her pay or tips to make the sales goal. Sometimes she did put in her pay or tips to make the sales goal, but then she will take product home to make up the difference. She thinks the sales goals are reasonable. She would typically make $200-500 in tips per shift. From January 2024 through June of 2025, she made $500-$1,000 per shift in tips.

115. Work for competitors: She is not aware of any restrictions preventing her from working at other stands. She has worked at three other espresso stands. However, her testimony on this issue is contradicted by her text messages to Mr. Tagle asking about his policy against working for competitors. P. Ex 353.

116. Miscellaneous: She testified that she does not think her male customers are really there for the coffee.

117. Opt-out: She opted out of the lawsuit because she does not think it is right.

118. Credibility Assessment: This court finds that there was insufficient data presented with Ms. Heimbinger's testimony to verify if her testimony was credible regarding pre- and post-shift work and rebating pay/tips. Additionally, her testimony was directly refuted by her text messages regarding Mr. Tagle's policy restricting baristas from working for competitors. That said, her testimony is generally consistent with other baristas concerning other issues involved in this case Overall, this court will assign less weight to her testimony.

Gabriella Gonzalez (Defendants' witness)

119. Gabriella Gonzales used the name Gabby at work.

120. Timeframe worked: She worked for the Defendants from March 2022 through August 2025. She stopped working for the Defendants after her accident.

121. Stands/shifts worked: She worked primarily two to four shifts per week in Seattle and Bothell. She worked occasionally at Lynnwood and Edmonds. She usually worked opening and mid-shifts. This testimony is supported by her drop envelopes.

122. Pre-shift work: She would text Mr. Tagle when she was on her way to an opening shift. Sometimes she would have to get a bag of ice before her shift started. However, in Seattle, she would frequently have to get milk and ice before her shift. She would post her shifts on social media. In one exhibit, she asked to be paid for posting and claims Mr. Tagle did honor her request.

123. Post-shift work: Usually, she would not work more than 10 minutes after the end of her shift to clean and do her drop. If she worked more than 20 minutes, she would report it and get paid for it.

124. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

125. Sales goals: She felt the sales goals were unreasonable sometimes. There were times that she would not meet the sales goals. She also sold virtual coffee, which were on-line interactions with her customers, so she could meet the sales goal.

126. Rebated pay/tips: If she was too far from her sales goal, she would rebate her pay and tips. She would usually tell him if she put money in, but not always. She wanted to make sure she made her sales goals, so she could get shifts at the Bothell stand. She estimated

that 25% of the time she rebated pay to make the sales goal and 25-50% of the time she would rebate tips to make the sales goal.

127. Work for competitors: She received permission to work for another bikini barista stand about 25 miles north of Defendants' stands. She worked there from October 2023 to July 2025.

128. Miscellaneous: She testified that she hopes Mr. Tagle was pleased with her testimony. He gave her a heart sign with his hands during the break of her testimony.

129. Opt-out: She liked working for Mr. Tagle. She enjoyed her work/life balance and felt it was a good environment. She opted out because she is getting out of the industry and did not want to be part of the lawsuit.

130. Credibility Assessment: Although it was clear that Ms. Gonzales was trying to testify favorably for Mr. Tagle, this court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Yvette Nguyen (Defendants' witness)

131. Yvette Nguyen used her first name or Maze at work.

132. Credibility Assessment: This court does not find Ms. Nguyen's testimony to be credible. During her testimony, it was revealed that she had a prior romantic relationship with Mr. Tagle in 2025, after this lawsuit was filed. Additionally, the manner in which she testified and the emotion she displayed while testifying leads this court to find her testimony untrustworthy.

Jennifer Martinez (Defendants' witness)

133. Jennifer Martinez used the name Jen or Sugar at work.

134. Timeframe worked: She started working for the Defendants in March 2024. She is presently employed by the Defendants.

135. Stands/shifts worked: She has worked at all five of the Defendants' stands. She has worked mostly in Seattle. She has worked all shifts, but more closing shifts. This testimony is supported by her drop envelopes.

136. Pre-shift work: She would get product before her shift about 50% of the time. She would post on social media 30 minutes prior to every shift. It took her about 5 minutes to post. She would check in with Mr. Tagle when she had an opening shift prior to her shift starting. She would arrive about 20 minutes early for a Seattle opening shift. None of this was documented or reimbursed work.

137. Post-shift work: She testified that she could finish most of her closing duties prior to the end of her shift, but was not asked to give an estimate of the duration or frequency of staying beyond her shift. She also testified as to additional duties required at the Seattle stand due to the lack of water and plumbing.

138. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

139. Rebated pay/tips: She would rebate pay and tips in order to meet sales goals. Mr. Tagle never instructed her to do so. After Mr. Tagle started issuing paychecks, he would send her a text with his chart, so she could verify the time she worked. Even though she would

report the exact time she would work on her drops, Mr. Tagle's bi-monthly charting of her work trimmed her time and reverted it to shift times.

140. Work for competitors: She is not aware of any restrictions imposed by Mr. Tagle regarding working for other bikini barista stands.

141. Miscellaneous: She appeared very nervous to testify at the beginning. She asked that Mr. Tagle not be present during her testimony. Mr. Tagle did voluntarily remove himself from the courtroom upon her request.

142. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes. This court places greater weight on her testimony regarding how much time she was not paid, because she was only one of two baristas that documented the exact time they arrived and departed work on their drops. This documentation started around July 1, 2024, after the Defendants changed their method of payment for wages. However, Defendants took this exact reported time and trimmed it to shift times. See Appendix C to this Order, which this court asked Defense counsel to prepare based on the admitted trial exhibits. This court finds that Appendix C accurately reflects Ms. Martinez's reported time from July 1, 2024 to the end of the class period.

Anastasia Ureste (Defendants' witness)

143. Anastasia Ureste used the name Kourtney at work.

144. Timeframe worked: She started working for the Defendants in April 2020 and is still employed.

145. Stands/shifts worked: She testified that she has worked morning, mid and closing shifts in Bothell, Seattle and Edmonds. However, she works primarily mid and closing shifts in Bothell (70% of the time). However, her drops contained in D. Ex. 324 and P. Ex. 18 all reflect her working in Bothell from August 16, 2023 through February 5, 2025.

146. Pre-shift work: She would generally get to her shift about five minutes early. She liked to socialize with other baristas. If she worked more than 10 minutes, she would put that on her envelope and would take the pay. The court could not find verification of this practice on her drop slips. She did not care about anything under 10 minutes. She did get ice 50-70% of the time before her shift. She did not document this time.

147. Post-shift work: 80% of the time, she stayed at least 10 minutes after her closing shift ended to finish cleaning. In 2021-2023, about 50% of her shifts were closing shifts.

148. Drops: D. Ex. 324 contains her drops from August 16, 2023 through February 5, 2025. She has pictures of her drops from July 2021 through August 15, 2023, but she was not asked to produce them by either party. Despite the missing drops, this court finds that a sufficient number of drops were presented to verify her testimony. Her testimony and the examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas.

149. Rebated pay/tips: She did not use Paycheck City. She would use the amount that Mr. Tagle would text her. She was unsure if she was receiving minimum wage. There were times in 2020 and 2021 that she would rebate her pay and tips to make the sales goal. This occurred about 5-10% of the time. Now, she generally meets her sales goal. She rebated her pay and tips to look good and get her preferred shifts. There have also been times that she made her sales goal and took extra cash. Her drops also validate that she only wrote her shift time down on her drops pre and post change in Mr. Tagle's pay system July 1, 2024.

150. Work for competitors: She was not aware of a policy that she could not work at other bikini barista stands. She does not want to work for other stands. She knew that other baristas did work other stands.

151. Miscellaneous: Her mother, Cindy, also works for the Defendants.

152. Opt-out: She voluntarily opted out of the lawsuit.

153. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

Jasmine Tran (Defendants' witness)

154. Jasmine Tran used the name Mindy at work.

155. Timeframe worked: She worked for the Defendants two different periods of time. She first worked for eight months in late 2022 to early 2023 and then left for school. She began working for Defendants again in March or April 2024 until the present day.

156. Stands/shifts worked: She has worked in all of Defendants' stands. Now she mostly works in Seattle and Bothell. She works all shifts.

157. Pre-shift work: Mr. Tagle recommended that she post her shifts on social media to develop and maintain her customer base. Her posts generally took her 5-10 minutes. She would generally post during her shift, but when the schedule came out on Sunday she would also post.

158. Post-shift work: She documented her shift time only on her drops until the change in payment of her wages July 1, 2024. After that time, she documented the exact time when she arrived and left work. The bi-monthly log that Mr. Tagle sent to her to confirm the time she worked only includes the shift time not what she documented on her drops. She claims Mr. Tagle's method was appropriate and an accurate measure of timekeeping. The court does not find this statement credible, as her drops reflect the precise time she arrive and departed work after July 1, 2024. See D. Ex. 331.

159. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

160. Sales goals: She knew it was important to hit the sales goal. She wanted to be rewarded with her preferred shifts.

161. Rebated pay/tips: She never used Paycheck City and was told to use \$12 per hour for her wage. During her first period of work, she would rebate her pay and tips (generally tips) to meet the sales goal a handful of times. During her second period of employment, she has not had to rebate any pay or tips to meet the sales goal. This testimony could not be corroborated for her first period of work, because her drops from this period were not admitted into evidence. This testimony was contradicted by her texts contained in D. Ex. 331 for her second period of employment. From May 25, 2024 until July 12, 2024 (before the pay system changed), she worked 17 shifts. Only eight of the drops from those shifts recorded her taking pay. Regarding the other nine drops, Mr. Tagle Apple Cashed her payment for her wages only once on July 5, 2024 for her shift on June 30, 2024.

162. Work for competitors: She is not aware of a policy that prevents baristas from working at other bikini barista stands. She did not see the group texts regarding this subject matter. She has worked at Dior, which is a family friendly stand.

163. Miscellaneous: She paid rent to Mr. Tagle, but that stopped about one year ago.

164. Credibility Assessment: This court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes. This court places greater weight on her testimony regarding how much time she was not paid, because she was only one of two baristas that documented the exact time they arrived and departed work on their drops. This documentation started around July 1, 2024, after the Defendants changed their method of payment for wages. However, Defendants took this exact reported time and trimmed it to shift times. See Appendix D to this Order, which this court asked Defense counsel to prepare based on the admitted trial exhibits. This court finds that Appendix D accurately reflects Ms. Tran's reported time from July 1, 2024 to the end of the class period.

Jenna Babcock (Defendants' witness)

165. Jenna Babcock used the name Julia at work.

166. Timeframe worked: She started working for Defendants the last week of 2023 and is a current employee.

167. Stands/shifts worked: She worked at Bothell (60%), Lynnwood (30%), and Seattle/Everett (10%). She has also had a couple of shifts at Edmonds. She always wanted to work at Bothell and organically worked her way into that stand due to turnover. She wanted Bothell, because it was not hard to make the sales goal at that stand. She works mostly mid and closing shifts. This testimony is supported by her drop envelopes.

168. Pre-shift work: She never arrives early for work. She was never instructed to post on social media. She just generally knew she should to promote her work. Each post took one to two minutes. Most of her content was created and posted while in the stand and during her shift.

169. Post-shift work: She could finish all of her duties before the end of her shift, so she never stayed late.

170. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas.

171. Sales goals: She was aware of the sales goals. At the beginning it caused her anxiety. After a while, she tried to make at least 75% of the goal. It was rare she could not make this amount. If she felt satisfied with her tips, she would occasionally rebate some of her tips toward the sales goal. She became in charge of scheduling sometime in 2024 and Mr. Tagle told her to reduce shifts of approximately five baristas that did not make sales goals.

172. Rebated pay/tips: She noted that the amount of time she would seek compensation for was her shift time, because her shift time was muscle memory. There were some days she left work without receiving any pay or tips. There are a couple of examples in the exhibits of when this would happen and she would ask Mr. Tagle for a payment and he would send her one. There are also examples where he did not send her a payment.

173. Work for competitors: Did not receive any instruction that she could not work at another bikini barista stand. She did not ask Mr. Tagle if she could work at another stand, but she knew that several baristas did.

174. Opt-out: She enjoys working for Mr. Tagle. She makes good money, does not feel pressure to work a certain amount of hours, and feels supported. She helped others opt out

of the lawsuit by printing off opt out forms and leaving them in the stands. She testified that no one told her to do that.

175. Credibility Assessment: It is clear to this court that Ms. Babcock and Mr. Tagle are personal friends outside of work and she aided him in obtaining opt outs. This court will assign less weight to her testimony.

Taylor Miller (Defendants' witness)

176. Taylor Miller used the name Summer at work.

177. Timeframe worked: She started working for Defendants in January 2024.

178. Stands/shifts worked: She has worked at all of Defendants' stands. Currently, she works at Bothell 95% of the time. She prefers mid-shifts.

179. Pre-shift work: When she works a morning shift, she arrives approximately three minutes early and is sometimes late. There is nothing she needs to do to prep the stand before her shift. Mr. Tagle told her that most of the baristas advertise their shifts on social media, so she started doing that as well. She creates her content and posts during her shifts. She would check in with Mr. Tagle before her morning shifts and sometimes would purchase product before her shifts. Neither of these things were accounted for in her pay.

180. Post-shift work: She completes her closing duties before her shifts ends.

181. Drops: Her testimony and examples of her drop envelopes in various exhibits credibly demonstrate her practice surrounding drops was reasonably consistent with all testifying baristas. This court finds that a sufficient number of drops were presented to verify her testimony.

182. Sales goals: She believes the sales goals are reasonable. If a barista is not consistently meeting their sales goal, they will receive less shifts. She attempts to get at least 75% of her goal every shift. 60% of the time she makes her goal.

183. Rebated pay/tips: She has never felt pressure to use her tips to make her goal. Only 10% of the time does she rebate her tips to make the sales goal. When that has happened, she has never put in more than $30-$40. She testified she used Paycheck City, but then testified that she only used net pay and rounded the numbers.

184. Work for competitors: Mr. Tagle has never told her she cannot work at another bikini barista coffee stand. She is aware that at least one other barista does work at another stand. She had a second job bartending and Mr. Tagle accommodated her schedule.

185. Miscellaneous: She has socialized with Mr. Tagle and Ms. Babcock outside of work on Mr. Tagle's boat.

186. Opt-out: She liked working for Mr. Tagle. She opted out because she has not worked for him that long.

187. Credibility Assessment: It is clear to this court that Ms. Miller and Mr. Tagle are personal friends outside of work. However, this court finds her testimony credible based on the manner in which she testified, the reasonable consistency with other barista testimony, and support from a sufficient number of drop envelopes.

B. Background

188. Plaintiff filed her Complaint on July 15, 2024.

189. On June 10, 2025, the Honorable Michael Ryan certified this case as a class action pursuant to Rule 23(b)(3) for claims alleged under the MWA, WRA, PSL, common law, and Washington's noncompete statutes.[2]

190. Class Members are "all persons who worked as a barista at any of Defendants' coffee stands between July 15, 2021 and June 10, 2025" and who have not opted out as of January 8, 2026.

191. The Class Period is July 15, 2021 through June 10, 2025 for all claims, with the exception that Plaintiff does not challenge the *rate* of pay under Washington's MWA after June 30, 2024. After that date, Defendants began to issue paystubs and electronic cash "app" wage payments to baristas rather than leaving employees to pay themselves cash from the till.

192. The Court previously invalidated a prior round of opt outs and required a second notice to the Class due to concerns Mr. Tagle may have exercised undue influence over employees' participation in the case. Class Counsel paid for and undertook a second mailing to the Class, during which 38 individuals apparently opted out, leaving 70 baristas covered by the Court's ruling.

C. Findings Related to Liability.

193. Unless otherwise noted, the Court's findings of fact relate to acts or events during the Class Period.

194. Findings of fact are proven on a more probable than not basis.

Defendants' Coffee Stands

195. Defendant Alan Tagle[3] operates up to five bikini barista coffee stands at a time, four of them under the name "Beehive Espresso."

196. The five stands are located in Bothell, Lynwood, Everett, Edmonds, and Seattle. *See* P. Ex. 338 (Ans. to Interrog. 1).

197. At trial, Mr. Tagle could not give precise testimony as to when he opened each of the five stands during the Class Period, but confirms that Seattle, Bothell, and Edmonds operated throughout the Class Period; he estimates he opened the Lynnwood stand sometime in 2021 or 2022; and the Everett stand sometime in 2022. *See* P. Ex. 336 (Illus.).

198. Toward the end of trial, Mr. Tagle offered into evidence a screen-shot of what appears to be a business filing with the Department of Revenue for his Lynnwood location. *See* D. Ex. 336. The exhibit was not accompanied by testimony and the date on the document is not readable; however, Mr. Tagle testified that the Lynnwood stand opened in December of 2022, which the Court accepts as it was unchallenged by Plaintiff. The Court assigns December 1, 2022 as the start date for operations at the Lynnwood location.

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[2] Plaintiff withdrew her noncompete claim as duplicative, leaving just the moonlighting claim under RCW 49.62.070. Dkt. #92.

[3] Although the class-wide claims run against both Mr. Tagle and his business Tagle & Partners as "employers," RCW 49.46.010(5), the court's findings generally refer to "Mr. Tagle" (individually) for readability and because he and his business are one and the same.

199. Plaintiff Eilish Hoffman credibly testified that the Everett stand opened for business in early July 2022. This testimony was confirmed by Ms. Jackson. The Court credits Ms. Hoffman's testimony and assigns July 1, 2022 as the start date for the Everett location.

188. Mr. Tagle describes his business as "Starbucks but in bikinis." He sells coffee, smoothies, Red Bull, muffins, and other food items he buys at Costco. Although, Ms. Heimbinger testified that male customers do not come for the coffee.

200. Customers pay for Mr. Tagle's products with cash or credit card.

201. Mr. Tagle instructs his baristas to run credit card sales through his "Square" account.

202. Mr. Tagle does not track cash transactions nor instruct baristas to do so.

203. Mr. Tagle does not have cash registers at any of his stands or other means to track sales.

204. Mr. Tagle does not have a cash handling policy.

205. Mr. Tagle does not supply cash drawers or tills from which baristas can make change for customers or from which baristas can pay themselves the precise amount of wages and tips earned on credit card transactions.

206. Mr. Tagle has never conducted an audit of his sales.

Barista Workforce and Shifts

207. At any given time, Mr. Tagle employed 30-35 bikini baristas to work at his stands.

208. Mr. Tagle does not guarantee baristas a minimum number of shifts and he keeps his employees to part-time hours.

209. Mr. Tagle's goal is to have one barista on duty for every hour his stands are open for business.

210. Mr. Tagle only pays one barista per shift, even if there are two baristas working a "double trouble."

211. All baristas are young women; all are hired by Mr. Tagle based in large part on how they look to him in a bikini; all report to him; and all are employed by him at-will.

212. All baristas are subject to the same job description.

213. Job duties did not vary substantially between stands and most baristas work at more than one stand, usually several.

214. Pay and timekeeping practices did not vary between stands.

215. Mr. Tagle would occasionally task a barista with additional job duties, such as assigning Ms. Babcock and Ms. Jackson the job of assisting him with drafting schedules or tasking Yvette Nguyen with driving drop envelopes to his house. In such instances, however, the time was either unpaid or the method and rate of pay remained the same as with all other baristas. Likewise, the additional title (e.g., "manager") he promised to Ms. Jackson came with no additional decision-making authority.

Defendants' Pay Records

216. During the Class Period, Mr. Tagle did not maintain the employment and payroll records described in RCW 49.46.070 and WAC 296-128-010, -020. There is no evidence he maintained, dating to three years prior to the filing of the lawsuit, any record that

includes the full names and dates of employment for all baristas, the hours worked each workday, the total hours worked each workweek, the total daily or weekly straight-time earnings or wages, total wages paid each pay period, the date of payment and the pay period covered by such payment, and/or paid sick leave accruals each month along with unused sick leave banks.

217. Mr. Tagle did not issue paychecks to baristas during the Class Period, either in paper form or via direct deposit to employees' checking accounts.

218. Mr. Tagle did not issue any wage payments directly to his employees at any time until the pay period beginning July 1, 2024, when Plaintiff agrees he started paying wages via various cash "apps." *See* P. Exs. 118-121 (Paystubs for 7/1 – 7/15).[4] Prior to this change in practice, Mr. Tagle instructed all baristas to give themselves a cash wage (a "payout") from the till, as described in more detail below.

219. Mr. Tagle concedes he uses no timekeeping software or timekeeping system for any of his stands.

220. The only contemporaneous record of shifts worked by individual employees are in the form of so-called "drop envelopes."

221. Drop envelopes are not a substitute for bona fide pay and time records.

222. Drop envelopes are what baristas used to "drop" cash to Mr. Tagle at the end of their shifts, on the outside of which they handwrote their barista nickname (e.g., "Bambi," "Remy," "Sugar"), shift time, date, stand location, wage "payout" (described below), and cash and credit card receipt totals. *E.g.*, P. Ex. 18. The drop envelope system stayed the same throughout the Class Period, with the exception that baristas stopped recording a "payout" on their drop envelopes when Mr. Tagle changed his practice on July 1, 2024 to paying baristas directly via cash "app."

223. For a significant number of class members and for a significant portion of the Class Period, there are no drop envelopes in evidence because Mr. Tagle lost or destroyed the original paper version and did not maintain digital copies of them (i.e., from pictures of drop envelopes taken by baristas and texted to his cell phone).

224. Mr. Tagle appears to have recorded at least some hours by hand on a paper spreadsheet, P. Exs. 11, 13, 15, 17, but these records are incomplete and shown at trial to be unreliable. Additional pay-related records that were admitted by the defense came with no explanation, nor do they constitute bona fide pay or time records (e.g., unexplained cash "app" transfers, unexplained emails with supposed payroll tax calculations).

225. As for text messages that might have contained digital images of additional drop envelopes or supplied additional corroborating evidence of shifts or hours worked (e.g., time stamps and meta-data), Mr. Tagle did not preserve or admitted into evidence such records for much of the Class Period. There are no texts in evidence from 2021, 2022, and most of 2023 that bear a "TAGLE" Bates stamp.

226. Mr. Tagle admitted he maintains no tip records and did not require baristas to otherwise track and report tips.

227. Credit card tips left by customers on Mr. Tagle's "Square" account are not in evidence.

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[4] As indicated, Plaintiff does not challenge the *rate* of pay for wages paid thereafter, with the exception of hours worked at the Seattle stand under Seattle's (higher) minimum wage rate of pay.

Defendants' Hours of Operation

228. With the exception of a few closures by the health department or to conduct maintenance or repairs, Mr. Tagle kept his stands open every day of the year, including holidays. *See* P. Ex. 18 (envelope summary).

229. Mr. Tagle did not maintain precise records of his hours of operation. According to Mr. Tagle's testimony, his stands are open from between 5:00 or 6:00 a.m. in the morning to between 8:00 and 10:00 p.m. at night.

230. Mr. Tagle's testimony undercounts the actual hours of operation compared to drop envelopes admitted into evidence, which show baristas recording shift times starting as early as 4:30 a.m., and significantly more shifts times ending at 10:00 p.m. as compared to 8:00 p.m. *See* P. Ex. 18.

231. There is insufficient evidence from which to perform an audit of the precise hours of operation based on the drop envelopes (which are incomplete) or the schedules embedded in the text messages because such thumbnail images of schedules include no start and stop times, just the number of shifts per day (e.g., four shifts on Monday at the Bothell stand).

232. The Court finds that a reasonable, if not conservative, estimate of the hours of operation across Mr. Tagle's stands is 5:00 a.m. to 9:00 p.m. for 49 weeks of each year.[5] When all five stands are in operation, that number translates to 27,440 hours of operation per year (16 hours per day x 5 stands x 7 days/week x 49 weeks per year).

233. The hours of operation, as discussed below, are a fair and highly conservative estimate of the hours worked by baristas (on the aggregate) because Mr. Tagle employed at least one barista for every hour his stands were open to customers.

234. The 27,440 figure is corroborated by the baristas' shift hours Mr. Tagle recorded in his handwritten logs. *See* P. Exs. 11, 13, 15, 17. That is, Mr. Tagle's logs for each semi-monthly period add up to 1,078, 1,203, 1,052.5, and 1,213.5 hours, respectively, for an average of 1,136.75 shift hours in a semi-monthly period. *See id.* Extrapolated out over a year-long period, that number is 27,282 shift hours (1,136.75 x 2 x 12 months)—nearly identical to Plaintiff's 27,440 hours or operation/year figure. Given that Mr. Tagle's logs were shown at trial to under-count hours worked, the Court has a high level of confidence in Plaintiff's estimate of Mr. Tagle's hours of operation.

Baristas' Schedules and Shifts

235. Mr. Tagle assigns baristas their shifts at the start of the week, usually via text messages sent on a Sunday night for shifts that begin early the next morning. *E.g.*, P. Exs. 10, 146, 152.

236. All of the assigned shifts correspond to Mr. Tagle's hours of operation. In other words, there are no shifts that start before the stands open or extend after the stands close.

237. Mr. Tagle did not keep or maintain complete records of the number of hours or shifts worked by each barista on a given workday or during a given workweek.

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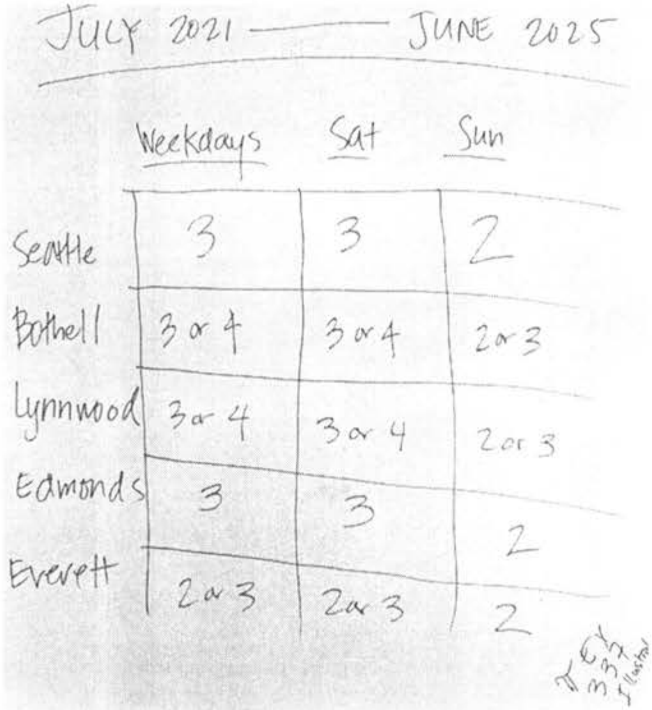
[5] Using 49 weeks as opposed to 52 accounts for any closures by the health department, for maintenance, or any no-shows by employees. In Dr. Kriegler's workbook, the user may reflect this number by inputting 21 for "Number of Days that the Location is Closed per Year" field in each sheet.

238. For each week of the Class Period, Mr. Tagle estimates the number of shifts per stand as follows:



JULY 2021 —— JUNE 2025

	Weekdays	Sat	Sun
Seattle	3	3	2
Bothell	3 or 4	3 or 4	2 or 3
Lynnwood	3 or 4	3 or 4	2 or 3
Edmonds	3	3	2
Everett	2 or 3	2 or 3	2

P. Ex. 337 (Illus.).

239. The Court finds that Mr. Tagle's testimony undercounts the number of shifts per stand when compared to thumbnail images of schedules and per-shift goals that are embedded in Mr. Tagle's text messages. *See, e.g.*, P. Exs. 130, 137 (2021 texts showing number of weekday shifts in Bothell/Edmonds/Seattle as 4/4/4; Saturday shifts as 4/3/4, Sunday shifts as 3/2/2); P. Exs. 53, 144, 146, 150, 152 (2022 texts showing weekday shifts in Bothell/Edmonds/Seattle as 4/4/4; Saturday shifts as 4/3/3, Sunday shifts as 3/2-3/2); P. Exs. 208, 213-14 (2023 texts showing weekday shifts at all stands as 4/3-4/3/4/4; Saturday shifts as 4/3/3/3/3 and Sunday shifts as 3/2/2/2/2); P. Exs. 16, 261, 288 (2024 text showing same as 2023).

240. The Court finds that a reasonable estimate of the number of shifts worked at each stand (when such stands were open during the Class Period) is:

	Bothell	Everett	Edmonds	Lynnwood	Seattle
1. Number of Shifts per Stand per Day:					
(i) Monday - Friday	4	3	3	4	3
(ii) Saturday	4	3	3	4	3
(iii) Sunday	3	2	1	2	2

Such estimate includes just one shift at the Edmonds location in order to take into account that, for the last six months of the class period (after he started paying wages directly to baristas), it appears likely that Mr. Tagle eliminated Sunday shifts at Lynnwood, Edmonds, and Seattle. *See* P. Ex. 10.

Timekeeping and Hours Recorded

241. Mr. Tagle concedes he has no timekeeping system at any of his stands for baristas to record their hours worked: no software, no timecards, no means for baristas to punch in or out to the second or to the minute.

242. Instead, Mr. Tagle instructs baristas to handwrite their assigned shift time on the outside of their drop envelopes (e.g., 2-6pm or 12-5pm). *See* P. Ex. 203 (instructing baristas to "always list their name, date, stand, shift time").[6]

243. With exceedingly rare exception, the drop envelopes in evidence show that baristas followed Mr. Tagle's instruction of recording their assigned shift times—not a minute more or less. *See, e.g.*, P. Ex. 18.

244. Former Barista, Elle Effenberger, testified that early in her tenure (in 2020), she wrote her actual start and stop times on her drop envelopes; but when she did, Mr. Tagle immediately corrected her and instructed her to write down just the assigned shift times.

245. Writing down the scheduled shift times (as opposed to actual start and stop times) was such a habit that one defense witness (Jenna Babcock) described it as "muscle memory." Likewise, former Barista, Isabelle Soto, explained that she simply filled out the top portion of her drop envelope (name, date, shift) as soon as she started working to save the 30 seconds she wouldn't be paid for if she waited to start her drop after her shift ended.

246. Even after this lawsuit was filed, Mr. Tagle did not install a timekeeping system or otherwise change any timekeeping instruction or practice. Drop envelopes continue to show baristas' hours expressed in round numbers (whole and half-hour increments) as do Mr. Tagle's handwritten hours logs. *E.g.*, P. Exs. 18, 11, 13, 15, 17.

247. Indeed, around the time the lawsuit was filed, current employee and defense witness Jennifer Martinez started writing her actual start and stop times on her drop envelopes (because she thought it would be "more accurate"). Mr. Tagle, in turn, rounded her entries to the scheduled shift times anyway, shaving off the additional minutes she recorded on her drop envelopes as having worked. *Compare* P. Ex. 18 (Martinez drops) *with* P. Ex. 347 (Tagle hours log); *see also* P. Ex. 348 (Illus.). Ms. Martinez testified that she trusted Mr. Tagle was paying her wages for the actual time she reported and learned for the first time during trial he was not. Mr. Tagle engaged in the same rounding exercise on the hours reported by defense witness Jasmine Tran. *See* D. Ex. 331. She eventually reverted to simply recording her assigned shift times. *See* D. Ex. 328.

248. Several baristas testified they would occasionally adjust the shift times written on the drop envelope when, for example, another barista came 30 minutes late, so long as the relieving barista also adjusted her start time 30 minutes so Mr. Tagle would not have to pay two baristas at once.

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[6] Once the drop envelope is filled out, Mr. Tagle instructs baristas to text him a picture of it, then hide the cash-stuffed envelope in the stand for him to retrieve later; occasionally, Mr. Tagle asks his baristas to collect the drops and deliver them to his house. There is no evidence he pays for this service.

Unpaid Pre- and Post-Shift Work

249. There is no evidence Mr. Tagle trained or instructed baristas on what constitutes compensable "work" under Washington law or otherwise ensured he captured and paid for time baristas spent working outside their scheduled shifts.

250. Even assuming that employers can assign employees the duty of tracking and reporting hours worked, several witnesses (for both parties) confirmed they had no idea what counted as "work" that must be paid under Washington law.

251. Regardless, the testimony and exhibits shows that baristas more probably than not performed work outside the strict confines of their scheduled shift times for which they were not paid. Examples of pre- and post-shift work include but are not limited to: responding to text messages outside of work, finding coverage when sick, picking up ice or other products on the way to work, checking in with Mr. Tagle before opening the stand, counting cash, calculating the payout, conducting inventory, cleaning the espresso machines, posting on social media to generate sales, cleaning and mopping, hauling clean and dirty water, hauling signage in or out, preparing drop envelopes. *See* P. Exs. 10, 173, 213, 260, 321, 323.

252. To be sure, the *extent* of pre- and post-shift work (a damages question) varied among the baristas; however, the *fact* that unpaid work occurred was confirmed by every barista who testified during Plaintiff's case in chief and conceded by nearly every defense witness. However, there were two baristas, Ms. Tran and Heimbigner, that testified they have never started a minute early or stayed a minute late on a single shift.

253. Mr. Tagle assigned, expected, and knew baristas were working outside the scheduled shift times.

254. For example, Mr. Tagle required baristas to check in before they opened his stands in the morning. *See* P. Ex. 273. He confirms that baristas who do not open his stand on time, can lose their shift. *See* P. Ex. 10 ("If you're not checking in, you won't be opening. If my stand is opening late you won't be opening.").

255. Other examples are that he received drops after the conclusion of shift (discussed below), baristas were picking up product prior to their shifts and reflecting it on their drops for reimbursement, and the drop envelopes of Ms. Martinez and Ms. Tran that started recording the exact time they started and stopped their shifts.

256. Additionally, Mr. Tagle repeatedly reminds baristas over text messages to promote his coffee stands on social media, which they did before, during, and after their assigned shifts.

257. Mr. Tagle assigned baristas duties at shift-change and on closing shifts. He sends text messages to baristas to remind them of these duties and posted a list of shift-change and closing duties in the stands. *See* P. Ex. 321.

258. Several baristas credibly testified that, although they would try to complete as many closing duties as possible while the stand was still open, certain duties could not be performed while serving customers, such as cleaning the espresso machine with a chemical rinse ("Puro"), washing the machine's parts, or completing their drop envelope.

259. The time-stamps on text messages corroborate baristas' testimony that they perform pre- and post-shift work. *See e.g.*, P. Exs. 134, 136, 145, 151, 173, 196, 200, 201, 212, 222, 229, 230, 231, 239, 257, 269; *see also* P. Exs. 361-367 (Ms. Miller text messages and receipts with time stamps outside of her shift hours); D. Exs. 324 (at TAGLE_3119-20), 327 (at TAGLE_7255); D. Ex. 326 (at TAGLE_5835, 5858, 5912-13). Such text exchanges include

pictures of drop envelopes taken from inside the stand or lists of inventory needs at the stand, which supports the reasonable and logical inference that the time-stamp on the texts probably corresponds to the time when the barista was in the stand, working. Even if baristas occasionally forgot to text their drop to Mr. Tagle from inside the stand (as he instructs them to do), a later text communication from home is still work performed outside the scheduled shift time.

260. The Court has considered testimony that baristas occasionally showed up late to their shifts, but does not find such evidence negates the overriding pattern and practice of unrecorded and unpaid hours worked; moreover, such occasions are otherwise accounted for by the fact that baristas uniformly testified that they stayed late to keep the stand open until the next barista arrived and then coordinated the shift times on their drop envelopes to avoid any "double-counting" given Mr. Tagle's directive that only one barista would be paid at a given time.

261. The Court finds that Mr. Tagle knew his baristas worked "off the clock" because he directed the work and accepted the benefit of it over the course of several years. Indeed, there are several instances when baristas affirmatively *told* Mr. Tagle they were working past their assigned shift, such as when they stayed late to serve customers to try and bring in extra sales. *E.g.*, P. Exs. 136, 202, 314, 363; D. Ex. 331. At each turn, Mr. Tagle accepted the benefit of such work without correcting the shift times recorded on the drop envelopes or instructing baristas to increase their payouts. *See e.g.*, P. Ex. 202 (Tagle: "Stay as long as you want" and "It's always cool to be open later").

<u>Wage "Payouts"</u>

262. The parties do not dispute and the Court takes judicial notice of the following State minimum wage rates and corresponding effective dates:

January 1, 2025	$16.66
January 1, 2024	$16.28
January 1, 2023	$15.74
January 1, 2022	$14.49
January 1, 2021	$13.69

263. The parties do not dispute and the Court takes judicial notice of the following Seattle minimum wage rates and the corresponding effective dates:

January 1, 2026	$21.30
January 1, 2025	$20.76
January 1, 2024	$17.25
January 1, 2023	$16.50
January 1, 2022	$15.75
January 1, 2021	$15.00

264. Until July 1, 2024, Mr. Tagle issued no paystubs or paychecks to baristas. Instead, Mr. Tagle instructed baristas to give themselves a cash wage (a "payout") from the till, supposedly after calculating and deducting their own payroll taxes. *See* P. Ex. 338 (Ans.

to Interrog. 4); P. Exs. 63-69 (LNI responses). Mr. Tagle instructed baristas to place the remaining cash inside the envelope and write the "payout" amount on the outside of it, along with the cash and credit card receipt totals.

265. Mr. Tagle conceded during testimony that baristas' payout is calculated based on "scheduled shift times," not actual hours worked. *See also* P. Exs. 63-69 (LNI responses).

266. The remainder of Mr. Tagle's instructions to baristas on how they were supposed to calculate the payout was, at best, confusing. For example, he contends he told baristas to calculate and deduct their own payroll taxes on every shift, using the statutory minimum wage rate of pay and an online payroll calculator. Yet, throughout the Class Period, he also provided instructions to baristas in the form of sample drop envelopes that show round-number shift times (e.g., 10:00 a.m. to 2:00 p.m.) and flat, round-number payouts that cannot be the product of any payroll tax calculator. *See e.g.*, P. Exs. 150, 159, 204, 238, 243, 329; *see also* P. Ex. 350 (instructing barista that the payout for four hours was $51). Countless drop envelopes in evidence follow the same pattern. *See, e.g.*, P. Exs. 18, 21-25, 27, 35, 37-40, 42-47, 49, 51, 134, 136, 145, 153-55, 157, 171, 196, 202, 204, 212, 218, 222, 230, 237-40, 244, 250, 252, 260, 266, 295, 298, 300, 329-33, 341-43, 350, 353, 354. Likewise, pictures from inside of the Seattle stand show a handwritten payout scale ($10 per hour) posted on the wall and an example of a flat-rate payout ($50) inside the cashbox. P. Exs. 56, 57.

267. As another example, when baristas asked how or if an increase in the minimum wage would impact their payout, Mr. Tagle gave vague or incorrect answers and, on one occasion, deleted the barista from the text thread altogether. *See* P. Exs. 258, 327.

268. As for the online payroll tax calculator ("paycheckcity.com"), there is almost no evidence baristas used it (even assuming an employer can impose such duty on employees in the first place). Several baristas testified they had no coins in their till and Mr. Tagle furnished none; thus, it would have been impossible for baristas to pay themselves a precise net wage, to the penny. There was also no reason nor incentive for baristas to perform these payroll tax calculations when the time it takes to do so was necessarily unpaid and the payouts (if received) stayed the same from shift-to-shift (and did not vary based on actual hours). And there is no evidence any barista at any time relayed the supposed outputs from the paycheckcity.com website to Mr. Tagle for him to then report to the IRS. Meanwhile, witnesses called by the defense to testify about supposedly using the online payroll calculator either admitted they did not visit the website more than a few times or could not credibly explain how the calculator works or what information they plugged into the website's myriad prompts.

269. Mr. Tagle did nothing to enforce this supposed instruction for baristas to pay themselves the state minimum wage after calculating and deducting their own payroll taxes; rather, he reviewed and accepted without comment or correction, thousands and thousands of drop envelopes showing round-number payouts (no cents; no remainder) based on round-number shift-hours.

270. Mr. Tagle corrected baristas' payout only when he believed it was too *high*. *E.g.*, P. Exs. 204, 368.

271. The Court finds that the flat-rate payout does not amount to minimum wage for all hours worked in several respects.

272. *First*, the payout (assuming baristas received one) does not capture and grossly undercounts the baristas' actual hours worked.

273. *Second*, Mr. Tagle permitted two baristas to work together for all or part of a shift, but only allowed one wage payout at a time.

274. *Third*, more than one barista testified that Mr. Tagle did not pay wages to new hires when they trained with another barista.

275. *Fourth*, there is no evidence Mr. Tagle paid the higher minimum wage rate for hours worked at his Seattle stand. In fact, evidence is to the contrary, even according to defense witness Ms. Ureste; and paystubs issued post-lawsuit do not differentiate between hours worked in Seattle and elsewhere. *See* P. Exs. 118-29.

276. *Fifth*, Mr. Tagle already admitted that hundreds of payouts recorded by baristas fell below the Washington minimum wage rate of pay. *See* P. Exs. 63-69. That is, in response to complaints made by seven baristas to the Washington Department of Labor & Industries (LNI), Mr. Tagle calculated the difference between the recorded payout on the drop envelope and the then-applicable Washington minimum wage rate. *See id.* Mr. Tagle's own calculations show payouts at subminimum wage rates, even assuming the payouts captured all hours worked (they did not) and assuming baristas always received them (same). *See id.*

277. After admitting to paying subminimum wage rates to these seven baristas, Mr. Tagle made no attempt to review or audit any other baristas' pay. More likely than not, Mr. Tagle knew the results would be no different for his other employees who all followed his same drop envelope and payout "system."

278. *Sixth*, Mr. Tagle's tax reporting shows that his flat-rate payouts do not amount to minimum wage. That is, Plaintiff shows through her expert calculations that the wages Mr. Tagle reported as having been paid to the Internal Revenue Service (IRS) are significantly less during the Class Period than what *should* have been paid to baristas had Mr. Tagle been paying his workforce minimum wage for the hours his stands were open. *Compare* P. Exs. 2-9 (Forms W2 and W3) *and* P. Ex. 340 (Expert Workbook).

279. *Seventh*, in January 2025, after six months of paying wages directly to baristas through cash "apps," Mr. Tagle was forced to reduce his hours of operation at several stands. *See* P. Ex. 10. The Court reasonably infers that Mr. Tagle's labor budget increased (and his revenues decreased) once he stopped paying subminimum wage payouts and receiving a steady stream of wage kickbacks in his drop envelopes, as discussed below.

<u>Tips</u>

280. Customers left tips for baristas, on both cash and credit card transactions.

281. There is no dispute tips belong to the baristas, not Mr. Tagle.

282. When customers left tips via credit card on Mr. Tagle's Square account, baristas were supposed to, at the end of their shift, pay themselves back the equivalent in cash from the till. Baristas for both parties (Ms. Bhagwandin, Ms. Haines, Ms. Mattaliano, Ms. Gonzalez, and Ms. Babcock) describe shifts when they lost their tips to Mr. Tagle simply because they didn't have enough cash sales to recoup the tips they earned on credit card transactions.

283. Mr. Tagle told baristas that when they didn't have enough cash sales to recoup their tips, that was their problem. *See* P. Ex. 175.

Sales Minimums

284. Mr. Tagle established sales "targets" (or "minimums" or "goals") for every shift at every stand. *See* P. Exs 145, 196.

285. Baristas are expected to meet the sales targets for the shift assigned to them.

286. Mr. Tagle instructed baristas that if they failed to meet his targets, he would assign them to less favorable shifts or stands, cut their hours, or remove them from the schedule and replace them with another "girl." *E.g.*, P. Ex. 152 ("make sales or perish"); *accord* P. Exs. 130, 131, 137, 144, 146, 147, 148, 179, 198, 211, 214, 248, 256, 261, 273, 288, 300, 322, 323. His communications, sent out over group text threads, vacillate between making threats and giving praise to the "girls" who pleased him by earning him revenues. These group thread texts were consistent over the entire class period. One such example is contained below:

> A reminder that sales performance is how you maintain your shifts. If you don't make sales, your hours will be reduced and you will eventually be removed from the schedule.
>
> This business takes money to run and if you're not pulling in your weight and bringing money into the business, it's not going to be a good fit.
>
> I've attached the expected sales below, so none of you are confused about what is expected.

P. Ex. 213.

287. Mr. Tagle's threats were not idle; he carried them out. Current employee and defense witness Ms. Babcock confirmed at trial that Mr. Tagle instructed her to reduce shifts for baristas who did not meet the sales goals. Mr. Tagle testimony to the contrary was not credible when compared to the numerous texts sent on group threads to his employees. *E.g.* P. Ex. 214 (Notifying baristas he fired a barista for not meeting sales goals.)

288. Almost all baristas uniformly testified that they couldn't always meet Mr. Tagle's sales goals despite their best efforts. And, Mr. Tagle was put on notice by several of them how difficult it was to meet his sales goals. *E.g.* P. Ex. 345 (text from defense witness Ms. Nguyen stating "we already know how difficult it is to make goal or money during winter"); P. Ex. 358 (text from defense witness Ms. Babcock "just not nice to hear [criticism] when I've been busting my ass [to make sales]").

289. Even so, Mr. Tagle told baristas it was their fault when they didn't make him money.

290. When baristas asked Mr. Tagle for advice on how to improve sales, Mr. Tagle instructed them to work harder, spend more time posting on social media, perform shows for customers, remove more of their clothing, or try other stands. *See* testimony of Ms. Haines, Ms. Soto, Ms. Tolliver, and P. Ex. 244 (Tagle: "Try other locations, don't get played out at one stand.")

Wage/Tip Rebates and Conversion

291. Mr. Tagle's pressure on baristas to meet sales targets, backed by threats to the baristas' jobs, led to the predictable result of baristas rebating their wages, tips, or both to him to try and make up for any shortfall in sales. This finding is supported by the testimony of not just Plaintiff's witnesses but was a practice admitted by nearly every defense witness.

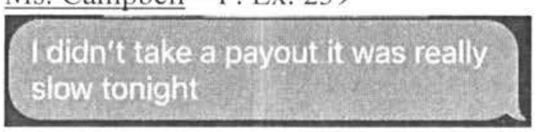
292. Several baristas credibly testified that Mr. Tagle told them that his sales targets (i.e., his earnings) came first and only once the target was met did the barista get to take their wages and tips.

293. The pattern and practice of wage and tip rebating is reflected in countless text messages to Mr. Tagle in which *Plaintiff's* testifying baristas told Mr. Tagle about the kickbacks he was receiving. The following is just an example:

Ms. Bhagwandin – P. Ex. 196
Ms. Bhagwandin's explanation why sales goals are not being met:

Ms. Soto – P. Ex. 332 and 333
Her drop envelopes reflecting $20 as her hourly wage payout for a five-hour shift and a $0 as her hourly wage payout for a four-hour shift.

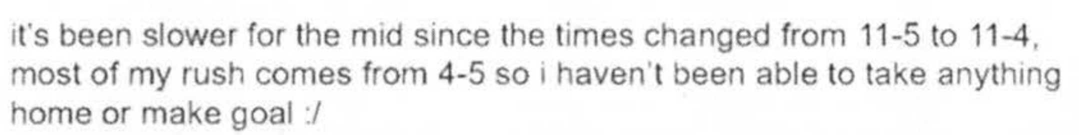
Ms. Campbell – P. Ex. 239



Ms. Mattaliano – No examples. She did not have any drops in evidence.

Ms. Jackson – P. Ex. 23 and 26
Her drop envelopes reflect $0 as her hourly wage payout.

Ms. Tolliver – P. Ex 230



Ms. Hoffman – P. Ex. 173

Ms. Effenberger – P. Ex. 154 and 155

> Left you everything I made; sorry

> Left pay and CC tips, was pretty slow. Can you please retweet my Twitter posts or share the login so I can do it when I'm working? I'm really struggling without access to my IG that got deleted and my Twitter being brand new

292. The pattern and practice of wage and tip rebating was also reflected in countless text messages to Mr. Tagle in which *Defendants'* testifying baristas told Mr. Tagle about the kickbacks he was receiving. The following is just an example:

Ms. Ellis – No examples. She only had three drops in evidence.

Ms. Heimbinger – No examples. She did not have any drops in evidence.

Ms. Gonzales – P. Ex. 327

> Do I need to start counting cars or?
> I didn't take my pay at all this week and hardly my card tips. I've taken home barely half of what I give you most days. Its $20. It gets slow. 38 cars did not come by today but thats what you got. Ask anyone else who's been giving you goal how much they're putting in.

Ms. Martinez – P. Ex. 349

> Second day in a row leaving with nothing this week

Ms. Ureste – P. Ex. 324, pgs. 83-84[7]

Her drop envelope listed $62 for a wage payout, but then she asked Mr. Tagle to send her money, which he did.

Ms. Tran – P. Ex. 331, pg. 12.

Her drop envelope listed $0 for a wage payout and then she texted him the following:

Sorry I did my best tonight

Ms. Babcock – D. Ex. 346

Ms. Babcock informed Mr. Tagle that she did not make any pay ($60) or tips ($60) even though her drop envelope reflected she made $60 in wages. He Apple Cashed her money. The text message does not reflect how much.

Ms. Miller – P.Ex. 373

Very slow

Gave you everything

[redacted]

Maybe cause the game

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[7] Although she did not testify, Ms. Ureste's mother, Cindy, also works for Defendants. In P. Ex. 222, she reflected $65 for her wage payout and then texted him the following:

I know. I'll didn't even take my payout

It was terrible today. I'm sorry

Yikes

293. There are also exhibits demonstrating that non-testifying baristas also told Mr. Tagle about the kickbacks he was receiving. *E.g.*, P. Exs. 157 (Barista Nea "Sorry it was very slow today that's after taking no pay"), 184 (Unknown Barista "Sorry last two hours were absolutely dead. Put in as much as I could to get closer to goal"), 199 (Unknown Barista "Sorry traffic was so f… today I put in over $100 it was dead), 244 (Unknown Barista "It's been so slow the last week & a half idk what's going on, but left with nothing today & ended up putting my own money out of my wallet into sales…", 278 (Barista Hope's drop reflected $0 for a wage payout).

294. When baristas reported wage and tip kickbacks or recorded a "$0" payout on their drop envelope, *e.g.*, P. Exs. 222, 244, 278, 333, Mr. Tagle responded with the equivalent of "thank you" or expressed disappointment that the barista hadn't made him more revenues that shift (e.g., "yikes" or "bad bad bad"). *E.g.*, P. Ex. 358 (Tagle text to defense witness Babcock).

295. Mr. Tagle's testimony during trial suggesting he did not *want* his employees' wages and tips because it "messes with everything," is not credible and is directly contradicted by the contemporaneous drop envelopes and text messages in which he freely accepted the rebates with a "thank you" or "it happens." *E.g.*, P. Exs. 153, 171, 230, 270.

296. Additionally, his testimony on this point is directly contradicted by his own text message where he acknowledges that baristas rebate their pay and tips to meet the sales goal and his concern that, if the sales goal was too low, the baristas would pocket his money. P. Ex. 208.

> Girls been telling me they had to pull out on average $40 from their $400-$500 tips to make $500 goal but when the goal is $400 they are pocketed on average $40-60 from stand sales. So that's why they were evened out

297. Further, there is no evidence Mr. Tagle paid back the tips or wages that baristas told him they rebated to him, as reflected above in the noted examples. The few occasions where it appears Mr. Tagle paid money to baristas using a cash "app" occurred only once the *employee* asked for money (e.g., because there was no enough cash in the till), not the other way around. *See* the two examples above and P. Ex. 383.

<u>Sick Leave</u>

298. All baristas, who were asked this question at trial, confirmed that Defendants did not provide a paid sick leave benefit for baristas based on hours worked. This is confirmed through the exhibits, as there is no record of any calculation or credit of sick leave hours provided in exchange for the baristas' labor, including after this lawsuit was filed and Mr. Tagle began to issue paystubs. *E.g.*, P. Exs. 118-129.

299. Additionally, all baristas, who were asked this question at trial, explained that when they were sick it was their responsibility to find coverage, and when they couldn't, they had to offer to pay other baristas to cover their shifts, stayed home without pay, and sometimes faced adverse consequences for missing work due to illness. *See, e.g.*, P. Exs. 202 and 213.

Anti-Moonlighting Restrictions

300. Mr. Tagle limited baristas' ability to work for competitors and required them to seek advanced permission before accepting shifts at another bikini coffee stand, thus restricting baristas' ability to hold a second job.

301. At trial, Mr. Tagle admitted, at first, he told his baristas they cannot work for a direct competitor. Mr. Tagle confirmed that such restriction is important to him because if "his" barista is working at the coffee shop down the road, customers will go to the coffee shop down the road. If this were to happen, it would hurt his businesses' ability to make money.

302. Mr. Tagle sent numerous text messages to baristas via group chats confirming his rule against working for anyone he deemed a direct competitor, threatening removal from the schedule for any barista caught violating the rule, and reminding them that only he can grant exceptions. The following is one such example:

> **A reminder that I do not allow for you to work at a competing bikini stand and work for me as well. If you want to work at another stand, you're free to do, just can't work at Beehive. Currently the only exception to this rule is "Dacia". Thank you 🙏**

P. Ex. 175. Other examples were included in P. Exs. 132, 224, 245, 250, 252, 353, 354, 355, 377, 385; D. Ex. 326 (at TAGLE_5972).

303. Plaintiff's testifying baristas stated they knew about Mr. Tagle's directives and complied with them. However, nearly every one of Defendant's testifying baristas testified either they did not know about Mr. Tagle's policy or it was not important to them. For example, Ms. Heimbigner testified she was not aware of any restrictions preventing her from working at other stands. This testimony is refuted by her March 10, 2024 text message to Mr. Tagle asking about his policy and his response explaining his geographical restrictions.

> Hey so what's the policies with working at other stands at the same time? I need more shifts

P. Ex 353. She then expressed an understanding of his restrictions in an April 28, 2024 text to Mr. Tagle.

> But im not allowed to work at another stand that's in Everett

304. Similarly, Ms. Gonzalez conveyed her need to earn more money to Mr. Tagle in her October 25, 2023 text.

> Forgot to send this
>
> Would you be okay with me picking up some shifts at steamy shots? I talked to Elise and she said it was okay if I still worked for you. I love my position and I don't want to lose my shifts but I don't have enough days a week right now and my money is short I do not plan to ever leave beehive as a whole, so I'm asking if it's okay before you think I'm trying to leave

Mr. Tagle then confirms her requested stand is not a competitor and grants her permission. D. Ex. 327 (at TAGLE_7281).

305. Mr. Tagle's testimony was conflicting and not credible on this issue. First, after admitting during Plaintiff's case in chief that he has a policy of restricting baristas' ability to work for his direct competitors, he then changed his testimony during Defendants' case in chief to say he never announced such a policy to his employees. His testimony in Defendants' case in chief was directly contradicted by his numerous text messages in the record informing his employees of such a restriction. Second, he testified broadly that "not all baristas are equal" when it comes to this policy (some are "exceptional"), after testifying that "all baristas are equal in [his] eyes" just a few weeks prior. Third, Mr. Tagle's testimony was again contradicted by his text messages. He suggested that Ms. Heimbigner and Ms. Tran were free to work for other bikini stands, but the contemporaneous text messages restricted Ms. Heimbigner's ability to compete within the *entire City of Everett* tells a different story. *See* P. Exs. 353, 385. Likewise, Ms. Tran worked for another coffee stand, but it was not a bikini barista coffee stand – so not a direct competitor to Mr. Tagle. Fourth, Mr. Tagle testified the reason for this policy was financial. It was to prevent customers from following "his" baristas to a competitor's bikini coffee stand. However, when challenged on this point, he told Plaintiff's counsel that she was "completely wrong" to suggest that he didn't want to share "his girls" because it "empowers them" only to have to admit that he said those very words in the following text:

> I'm trying to maintain a level of separation between companies. I left ya with like 7 girls. If you need more bring on more but by taking them from my lot, it's prevents me from having the control I need over them. If you need more girls hire one or two and have them trained or better yet hire trained ones.
>
> Normally girls are not shared because it empowers them, they won't listen because they can just go to the other stand.

P. Ex. 355.[8] This contemporaneous text message revealed the true reason for his policy. Finally, Mr. Tagle testified that he was in the business of selling coffee, but again his contemporaneous text messages confirms that his business is centered around selling the likenesses of his baristas, not coffee.

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[8] The content of these text messages was typed out instead of displaying a screen shot, because the exhibit may be too blurry to scan into the court file when enlarged.

Try to stay positive, I think it's how you communicate. Ultimately they are coming to see you half naked

D. Ex. 125 (January 16, 2024 group text to his Bothell employees).

306. The Court finds by a preponderance of evidence that Mr. Tagle's restriction on working for a competitor was common to the class. The few instances of employees working a second job do not undermine the admission of a common practice of restricting baristas from working for companies Mr. Tagle deemed "direct competitors" because several baristas testified that they stopped working for barista stands outside of Mr. Tagle's geographical restrictions because it was too far of a drive or they worked for non-bikini stands. Instead, the court finds Mr. Tagle imposed a restriction on his employees to work a second job of *their choosing*, free of any restraints, pressure, or coercion. Indeed, requiring baristas to seek permission to work for "direct competitors" is in itself a "restraint," even when permission may have been occasionally granted.

D. Findings Related to Damages.

307. The Court finds that Plaintiff has proven class-wide damages by just and reasonable inference from the representative evidence (e.g., drop envelopes, Mr. Tagle's "logs"), the representative testimony of baristas, and the admissions by Mr. Tagle common to the class.

308. The Court finds the Excel workbook prepared by Plaintiff's expert, Dr. Brian Kriegler, helpful in that it allows the Court to perform mathematical calculations (e.g., multiplication and addition) using pre-set formulas the Court would otherwise have to perform long-hand using pencil and paper or similar means. The Court rejects Dr. Newlon's criticisms of Dr. Kriegler, the workbook, and the methodology as unfounded.

309. Dr. Kriegler's Excel workbook does not purport to include any "findings," but rather, provides data fields as placeholders the Court can populate based on its findings from the evidence, such as the average number of unpaid minutes per shift on a class-wide basis. The mathematics behind his workbook were not challenged by the defense.

310. Plaintiff's methodology for tabulating class-wide damages is reasonable, particularly given the absence of bona fide pay and time records and the overwhelming evidence supporting the *fact* of damages, even if not the precise amount.

311. All damages described below are expressed in the aggregate with the exception of statutory damage for moonlighting restrictions, which is a fixed amount per barista.

312. The Court reserves for a later date the process and method for ensuring a fair allocation of the aggregate award among individual class members.

313. The Court also reserves calculating prejudgment interest. The findings below include tentative prejudgment interest calculations based on Dr. Kriegler's workbook submitted at trial.

Damages for Unpaid Pre- and Post-Shift Work

314. For the Bothell, Everett, Edmonds, and Lynwood stands, the Court finds that, in the aggregate, baristas more probably than not worked at least an additional 25 minutes of unpaid time on each opening shift (20 minutes before and 5 minutes after), 25 minutes on each closing shift (10 minutes before and 15 minutes after), and 15 minutes on midday shifts (10 minutes before and 5 minutes after). For the Seattle stand, the Court finds that, in the aggregate, baristas more probably than not worked at least an additional 40 minutes of unpaid time on each opening shift (30 minutes before and 10 minutes after), 35 minutes on each closing shift (10 minutes before and 25 minutes after), and 20 minutes on each midday shift (10 minutes before and 10 minutes after). Such numbers are based on baristas' testimony about the extent of pre- and post-shift duties and the average amount of time it takes to complete them as presented during Plaintiff's case in chief, which the Court found credible.

315. The Court also finds the testimony of Plaintiff's baristas to be representative of the class because, together, such baristas worked at every stand, on every type of shift, and include both short-term and long-term employees. Additionally, Defendants' testifying baristas corroborated the representative testimony offered by Plaintiffs. *See* Appendix C and D.

316. If anything, the Court's findings regarding the extent and amount of pre- and post-shift work are conservative in that the amounts exclude other unpaid time about which baristas credibly testified, such as time spent responding to Mr. Tagle's communications outside of work, taking and editing pictures and videos to post on social media, promoting Mr. Tagle's business on social media, attending parties on the promise of earning extra money or favor, and running errands for Mr. Tagle's business. *See, e.g.*, P. Exs. 351 (promising raises and bonuses to baristas who attend party) and 352 (conditioning holiday bonus on barista turn-out to party).

317. Plaintiff's proposed methodology of calculating unpaid time on a per-shift basis, based on the number of shifts Mr. Tagle scheduled during his hours of operation, is reasonable, particularly given the absence of bona fide pay and time records that would ordinarily allow the fact-finder to determine with precision exactly the amount of time covered by each and every wage payment along with the shifts worked by each barista during each and every pay period of the Class Period.

318. The Court calculates class-wide damages for unpaid time (hours multiplied by the applicable minimum wage rate) in the amount of $75,602.00. *See* Appendix E (Dr. Kriegler's Excel workbook). The tentative value of prejudgment interest on this amount calculates to $28,216.66 as of August 14, 2026. *Id.*

Damages for Subminimum Wage Rate of Pay

319. In addition to proving that Mr. Tagle failed to capture and pay for baristas' time (hours worked), Plaintiff has proven that Mr. Tagle more probably than not paid baristas (or instructed them to pay themselves) at a rate below Washington's minimum wage rate up until July 1, 2024, when his practice changed.[9]

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[9] Rebating payouts will be addressed separately.

320. To determine the damages resulting from paying baristas using the wrong *rate* of pay, Plaintiff compares the wages Mr. Tagle reported as having been paid to the Internal Revenue Service (IRS) to what *should* have been paid to baristas had Mr. Tagle in fact been paying his workforce minimum wage for the hours his stands were open during the Class Period. *Compare* P. Exs. 2-9 (Form W2s and W3s), *with* P. Ex. 340 (Expert Workbook).

321. Using Dr. Kriegler's workbook, the Court finds that the resulting difference is $157,898.10 which the Court awards as damages on this claim by just and reasonable inference. *Id.* The tentative value of prejudgment interest on this amount calculates to $67,879.97 as of August 14, 2026. *Id.*

322. Further, assuming as unchallenged that Mr. Tagle began paying the state-wide minimum wage rate upon changing his pay system on July 1, 2024, the Court finds that Mr. Tagle more probably than not paid baristas at a rate below Seattle's minimum wage rate of pay throughout the Class period, even after his practice changed. To determine the damages resulting from paying the baristas the wrong rate of pay at the Seattle stand following Mr. Tagle's change in practice, Dr. Kriegler's workbook assumes the statewide minimum wage rate was paid at the stand during the relevant period and calculates the difference between the amount paid (at the statewide rate) and the amount that should have been paid (at the Seattle rate). Because Mr. Tagle did not maintain bona fide pay and time records that would have allowed the parties to identify the precise number of hours worked at the Seattle stand and the hours worked at the Seattle stand by opt-outs, the workbook relies on proportional assumptions (namely, that the baristas who opted out worked approximately one-fifth of the hours at the Seattle stand during the relevant period).

323. Using Dr. Kriegler's workbook, the Court finds that the resulting difference is $8,012.17, which the Court awards as damages on this claim by just and reasonable inference. *Id.* The tentative value of prejudgment interest on this amount calculates to $1,566.24 as of August 14, 2026. *Id.*

324. The Court accepts as reasonable Plaintiff's methodology for calculating damages on this claim, particularly when there are no bona fide payroll records that would allow the fact-finder to determine the actual rate of pay used to calculate wage "payouts" prior to Mr. Tagle's change in practice, let alone the hours recorded or the total wages paid to or received by the baristas throughout the Class Period by location.

<u>Damages for Wage and Tip Rebates/Conversion</u>

325. Plaintiff has proven and the Court finds that, on average, baristas rebated $30 per shift in wages, tips, or wages and tips combined.

326. This figure is based on baristas' testimony about the extent of rebates received by Mr. Tagle. *See* Appendix A and B.

327. The Court finds the testimony of Plaintiff's baristas representative of the class because, together, such baristas worked at every stand, on every type of shift, and include both short-term and long-term employees. This testimony was corroborated by several of the Defendants' testifying baristas.

328. The sales targets and attendant pressure that resulted in rebates was a uniform, common practice at every stand on every shift for every barista. That attendant pressure may have resulted in rebates much higher than $30 per shift, but this court is bound to apply the appropriate burden of proof to the testimony and exhibits presented at trial.

329. Plaintiff's proposed methodology of calculating wage and tip rebates on the aggregate, on a per-shift basis, and based on the number of shifts Mr. Tagle scheduled while his stands were open is reasonable—particularly given the absence of any tip records or any other bona fide pay and time records.

330. Using Dr. Kriegler's workbook, the Court calculates class-wide damages for wage and tip rebates in the amount of $365,734.17 (before doubling). *Id.* The tentative value of prejudgment interest on this amount calculates to $ 136,500.70 as of August 14, 2026. *Id.*

Damages for Sick Leave Violations

331. Mr. Tagle did not maintain personnel records that tracked exactly when baristas started and stopped working for him nor the hours worked per pay period. Such records would ordinarily allow the fact-finder to determine exactly the amount of sick leave that should have accrued to each employee.

332. For this claim, the Court finds it reasonable to use Mr. Tagle's hours of operation during the Class Period as a stand-in for hours worked in the aggregate. If anything, using the hours of operation undercounts the extent of damages as it does not include the significant pre- and post-shift work discussed above.

333. For Mr. Tagle's failure to provide baristas with the benefit of paid sick leave, the Court awards $24,106.30, using Dr. Kriegler's workbook to determine the value of sick leave banks (in wages) that should have accrued to baristas but did not. *Id.* The tentative value of prejudgment interest on this amount calculates to $8,789.03 as of August 14, 2026. *Id.*

Damages for "Moonlighting" Restrictions

334. In lieu of actual damages, Plaintiff seeks and the Court awards statutory damages for Mr. Tagle's restrictions on baristas' ability to hold a second job of their choosing.

335. The parties agree that there are 70 class members in the Class. That number, multiplied by the statutory penalty of $5,000 under RCW 49.62.080, totals $350,000.

III. CONCLUSIONS OF LAW

Class-Wide Liability and Representative Evidence

1. The use of representative evidence and testimony from a manageable number of employees to prove class-wide liability is a well-established principle in collective and class actions. *See Anfinson v. FedEx Ground Package Sys. Inc.*, 174 Wn.2d 851, 874-77 (2012); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 680 (2011); *Reich v. S. New England Telcoms. Corp.*, 892 F. Supp. 389 (D. Conn. 1995), aff'd, 121 F.3d 58 (2d Cir. 1997); Sec'y of Labor v. DeSisto, 929 F.2d 789, 792-93 (1st Cir. 1991); *McLaughlin v. Seto*, 850 F.2d 586, 589 (9th Cir. 1988).

2. There is no magic number of what constitutes "representative," but caselaw provides some guide posts. *Pellino,* 164 Wn. App. at 676 (affirming verdict for 182-member class on basis of testimony from eight (8) class members); *Reich*, 892 F. Supp. at 396-97 (same as to class of "thousands" based on testimony from 39 employees); *see also DeSisto*, 929 F.2d at 792-93 (reasoning there is no ratio or formula to determine a representative sample; rather,

the adequacy of the evidence is determined by such factors as the nature of the work and the detail and credibility of the testimony); *see also* Dkt. #106 (Berger Decl., ¶¶4-5) (discussing testimony of class members in two King County wage and hour bench trials).

3. Proving that an employer's practice is class-wide and common does not require the plaintiff to show that it applied to every last member of the class. *See Anfinson*, 174 Wn. 2d at 874 (2012) (reasoning that "common" does not mean "all" and reversing jury instruction that implied otherwise).

Recordkeeping Duties

4. Defendants are "employers" and therefore subject to Washington's Minimum Wage Act (MWA), Wage Rebate Act (WRA), Paid Sick Leave law (PSL), and Washington's limits on Noncompetition Covenants.

5. Employers subject to the MWA and the PSL must maintain employment and payroll records for a period going back three years that includes, *inter alia*, the employees' names, addresses, dates of employment, rates of pay, and the "amount paid each pay period to each such employee and the hours worked." WAC 296-128-010, -020; WAC 296-128-620; RCW 49.46.070; L&I Administrative Policy ES.D.1 ("Recordkeeping and Access to Payroll Records").

6. The "amount paid each pay period" includes tips. *See* LNI Policy ES.D.1; *see also* RCW 49.46.010(9) (broadly defining "wage" to include "compensation due to an employee by reason of employment").

7. The Court concludes that Defendants did not maintain the employment and payroll records required by Washington law.

8. The Court further concludes that nothing in the law permits an employer to shift its recordkeeping burden onto its employees.

Burden of Proof on Damages

9. Where, as here, the *fact* of injury has been proven, the plaintiff need not establish the *amount* of damages owed with absolute certainty. *See Gaasland Co. v. Hyak Lumber & Millwork, Inc.*, 42 Wn.2d 705, 713 (1953). Plaintiff's burden is, rather, to provide sufficient evidence from which the finder of fact can make a reasonable approximation of the amount of damages owed. *Id.*

10. In a wage and hour class or collective action, where an employer's records are "inaccurate or inadequate," the plaintiff need only show the "amount and extent" of her work "as a matter of just and reasonable inference." *See Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 887–88 (1946); *Pugh v. Evergreen Hospital Med. Ctr.*, 177 Wn. App. 363, 368, nn. 8–9 (2013) (citing *Mt. Clemens*); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 698 (2011) (same). At that point, the burden then shifts to the employer to come forward with evidence of the "precise amount of work performed" or with evidence to negative the reasonableness of the employee's evidence and reasonable inference: "[i]f the employer fails to produce such evidence, the court may then award damages to the employee, even though the result be only approximate." *Mt. Clemens*, 328 U.S. at 687-88.

11. In light of Mr. Tagle's grossly inadequate recordkeeping (nearly non-existent), the Court concludes that it is appropriate and just to adopt the burden-shifting approach set

forth in *Mt. Clemens* and employed by Washington courts in cases like *Pellino* and *Pugh* for purposes of calculating damages.

12. In a wage and hour class action, using estimates or averaging in the face of missing pay data is well-supported by the law. *See Pellino v. Brink's*, King Co. Court's FF/CL (Dkt. #250, Case No. 07-2-13469-7 SEA, March 9, 2010); *accord Donovan v. Hamm's Drive Inn*, 661 F.2d 316, 317 (5th Cir. 1981) (calculating average hours per week based on witness testimony where employer maintained no records); *Herman v. Hector I. Nieves Transp., Inc.*, 91 F. Supp. 2d 435, 440 (D.P.R. 2000) (same for non-testifying workers).

<u>Conclusions of Law Regarding Plaintiff's PSL Claims</u>

13. Washington's Paid Sick Leave law (PSL) establishes the right to paid sick leave to promote public health and to allow employees to care for themselves and their families while maintaining economic security. RCW 49.46.005, .200. The law requires "every employer" to provide paid sick leave at the employee's normal rate of pay, accrued at one hour for every forty (40) worked. RCW 49.46.210(1)(a), (d), (i). Once earned, employees are not required to find their own replacement worker, nor provide a doctor's note for an absence of three days or less, nor give advanced notice if doing so would interfere with their right to take leave. *Id.* at .210(1)(f), (g), (h).

14. The Court concludes that failure to provide PSL benefits is a wage violation. *See Moore v. Health Care Auth.,* 181 Wn.2d 299, 314-315 (2014); *Naches Valley Sch. v. Cruzen*, 54 Wn. App. 388, 399 (1989); *Rush v. Washington*, No. 20-2-03771-1 (July 11, 2024 Order) (Dkt. #124).

15. As such, the proper measure of damages for Defendants' class-wide PSL violation is one hour of wages at the applicable minimum wage rate for every forty hours worked in the aggregate. *See id; cf. Androckitis v. Virginia Mason Med. Ctr.*, 32 Wn. App. 2d 418, 444 (2024) (concluding it was reasonable for the trial court to measure damages for a 30-minute missed meal period according to the value of that time (i.e., wages) attributed by the employer).

16. The Court rejects Defendants' argument that, to prove damages on a PSL claim, a plaintiff must show she would have used the sick leave benefit on "x" date for "y" reason if only her employer had offered it. When an employer provides no benefit at all, no such showing is required. *See Moore.,* 181 Wn.2d at 314-315; *accord James v. Uber Techs. Inc.*, 338 F.R.D. 123, 142 (N. D. Cal. 2021) (rejecting as "nonsensical" the notion that putative class members would have to prove at trial they requested a leave benefit that was never offered to them).

17. The Class has proven by a preponderance of the evidence that Mr. Tagle did not provide sick leave benefits to baristas in exchange for their hours worked. As a result of Mr. Tagle's failure to keep records he was required by law to keep, and because the Class has shown by just and reasonable inference the quantum of damages resulting from this violation of law, the burden shifts to Mr. Tagle to show either the precise amount of damages or that the inference provided by the Class is not reasonable. Mr. Tagle has made neither showing and, in fact, concedes he did not comply with Washington's PSL.

Conclusions of Law Regarding Plaintiff's MWA Claims

18. Washington's Minimum Wage Act (MWA) requires employers to pay at least the minimum wage for all hours worked. *Hill v. Xerox Bus. Servs.*, LLC, 191 Wn.2d 751, 756 (2018); chapter 49.46 RCW; LNI Admin. Policy ES.C.2 at 2 (2021).

19. An employer "permits" work—and must pay for it—when he has actual or constructive knowledge the work is occurring. RCW 49.46.010(3) (defining "employ"); *United Food & Com. Workers Union Local 1001 ("UCFW") v. Mut. Ben. Life Ins. Co.*, 84 Wn. App. 47, 52 (1996), *abrogated on other grounds by Seattle Prof'l Eng'g Emps. Ass'n v. Boeing Co.*, 139 Wn.2d 824 (2000); L&I Administrative Policy ES.C.2 ("Hours Worked") ("If the employer knows or has reason to believe that the employee is continuing to work, such time is compensable . . . ."); *accord Reich v. Dep't. of Conservation*, 28 F.3d 1076, 1082 (11th Cir. 1994).

20. The Court concludes that Plaintiff has proven a class wide pattern or practice of failing to ensure baristas received at or above minimum wage for all hours worked. Such failure resulted, predictably, from, *inter alia*, the lack of any timekeeping system; the absence of any payroll system, paychecks, or paystubs for most of the Class Period; the drop envelope and payout "system" of paying wages from the till (all while supplying no change to the baristas); Mr. Tagle's instruction to baristas to record only shift times and not hours worked; Mr. Tagle's lack of instruction to baristas of what constitutes "work;" Mr. Tagle's instruction that only one barista can be paid at a time; Mr. Tagle's exemplar "payouts" that reflect a subminimum wage rate; Mr. Tagle's vague and incorrect instructions provided to baristas about the minimum wage and the attendant punishment when baristas asked questions about it; Mr. Tagle's admissions regarding subminimum wage payments to LNI; Mr. Tagle's admissions regarding off the clock work.

21. The Court is persuaded that Plaintiff met her burden of presenting sufficient representative evidence to prove a class-wide pattern or practice of minimum wage violations. In addition to the documentary evidence and admissions by Mr. Tagle, Plaintiff presented testimony of 9 baristas, each of whom described working outside their scheduled shifts and using the drop envelope and payout "system" the same way as other class members they observed during their employment. Likewise, nearly all of the baristas called by the defense admitted to pre- and post-shift work and every barista who testified (all 18) confirmed the common method of drop envelope "payouts," the uniform timekeeping system (none), and the uniform payroll system (none).

22. The Court concludes that Mr. Tagle had actual and constructive knowledge that baristas worked at subminimum wage rates or without pay and were therefore earning less than minimum wage. He was on notice of such unpaid work and failed to take steps to correct it;[10] instead, he accepted the benefit of baristas' work without paying for it.

23. It is clear that the baristas were not *hiding* their off-the-clock work from Mr. Tagle. In fact, there are examples in this record of Mr. Tagle actually requiring them to work off-the-clock: required text prior to morning shifts, the necessity of picking up product before their shift started, the known extra duties at the Seattle stand due to the lack of plumbing and water, and promotion of his business on social media. Even with the knowledge, Mr. Tagle

[10] The court is aware that there were a couple of instances where Mr. Tagle would pay baristas money, but only after they directly asked for compensation.

instructed them to report only their shift hours and accepted the benefit of their labor without comment or correction on thousands and thousands of drop envelopes. *See UFCW*, 84 Wash. App. at 54 (noting that, absent an employee hiding off-the-clock work from her employer, the employer cannot sit "idly by" and allow an employee to work without pay).

24. Defendants' suggestion that baristas had a duty to capture and report their hours worked is an improper attempt to shift Mr. Tagle's recordkeeping duties and MWA obligations to his workforce, in derogation of the law. *See Hill v. Xerox Bus. Servs.*, LLC, 191 Wn.2d 751, 760-63 (2018) (noting Washington's "long and proud history of being a pioneer in the protection of employee rights" and construing MWA provisions broadly to effectuate their purpose) (citations omitted).

25. The Class has proven by a preponderance of the evidence that Mr. Tagle did not pay the correct minimum wage rate for the hours worked by the baristas. As a result of Mr. Tagle's failure to keep records he was required by law to keep, and because the Class has shown by just and reasonable inference the quantum of damages that result from this violation, the burden shifts to Mr. Tagle to show either the precise amount of damages or that the inference provided by the Class is not reasonable. Mr. Tagle has made neither showing.

<u>Conclusions of Law Regarding Plaintiff's WRA Claims</u>

26. Under Washington's Wage Rebate Act (WRA), an employer "shall be liable" for judgment for twice the amount of any wages owed under two circumstances (1) when an employer "collect[s] or receive[s] from any employee a rebate of any part of wages…" or (2) when the non-payment of wages is "willful." RCW 49.52.070 (referring to violations of "any of the provisions of RCW 49.52.050 (1) and (2)); *see Jumamil v. Lakeside Casino, LLC*, 179 Wash.App. 665, 687–88, 319 P.3d 868 (2014) (a rebate is a return of employee's wages).

27. The WRA, like the MWA, is liberally construed to advance the Legislature's intent to protect employee wages and assure prompt payment. *See Schilling v. Radio Holdings, Inc.*, 136 Wn. 2d 152, 159 (1998).

28. The Court concludes that Mr. Tagle violated both subsection (1) and (2) of RCW 49.52.050.

29. *First*, Mr. Tagle violated the WRA by collecting or receiving wage and tip rebates from his baristas. *See* RCW 49.52.050(1). Such violation entitles the baristas to exemplary (double) damages for the amount of wages and tips rebated to Mr. Tagle.

30. Defendants argue that the WRA does not protect employees' tips from being rebated, only wages. The Court disagrees. Washington courts look to the MWA's broad definition of "wages" to determine the WRA's reach. *LaCoursiere v. Camwest Dev., Inc.*, 181 Wn. 2d 734, 741 (2014). The MWA, in turn, defines "wages" to include any "compensation due to an employee by reason of employment." RCW 49.46.010(9); *cf. Bates v. City of Richland*, 112 Wn. App. 919, 940 (2002) (noting that "wages" under fee-shifting statute in RCW 49.48 is broadly construed to "include back pay, front pay, commissions, and reimbursements for sick leave"). In *LaCoursiere*, the Washington Supreme Court held that a bonus, once earned, constitutes "wages." 181 Wn. at 742-43. The Court concludes there is no reasoned basis to treat baristas' tips, once earned, any differently than a bonus, once earned.

31. Even if a reviewing court were to determine that "wages" for purpose of the WRA does not include tips, the Court concludes that Mr. Tagle unlawfully converted baristas' wages and tips.

32. Conversion requires Plaintiff to prove: (1) willful interference with chattel belonging to the plaintiff, (2) by either taking or unlawful retention, and (3) thereby depriving the owner of possession. *See Judkins v. Sadler-Mac Neil*, 61 Wn.2d 1, 3 (1962); *Burton v. City of Spokane*, 16 Wn. App. 2d 769, 773 (2021). Wrongful intent is not an element of conversion, and good faith is not a defense. *Burton*, 16 Wn. App. 2d at 773 (quoting *Brown ex rel. Richards v. Brown*, 157 Wn. App. 803, 818 (2010)).

33. *Second*, Mr. Tagle violated the WRA with respect to all of Plaintiff's wage related claims because his common practice of non-payment of wages for all hours worked, his class-wide violation of the PSL, and his common practice of rebating wages and tips were willful because he was on actual notice that baristas rebated their pay and tips. *See* RCW 49.52.050 (2).

34. The test for "willful" failure to pay is low. *See Hill v. Garda CL Nw., Inc.*, 191 Wn.2d 553, 561 (2018); *see also Schilling*, 136 Wn.2d at 160.

35. The Court concludes that Plaintiff has met her burden to show that Mr. Tagle's wage violations were willful and not the result of a bookkeeping error or similar carelessness. Indeed, Mr. Tagle was on repeated notice of unpaid work and wage/tip rebates for years. Even after this lawsuit was filed and after baristas filed LNI complaints, he continued to accept tip rebates, did not issue sick leave benefits, did not change his timekeeping practices, did no audit of his sales, conducted no audit of his envelopes or past payouts, and did not pay the Seattle minimum wage rate.

36. An employer can defeat a showing of willful deprivation of wages if it shows there was a bona fide dispute of whether the wages were really due. *Hill*, 191 Wn. 2d at 561. The Court concludes that Mr. Tagle wholly fails to meet such burden and did not attempt to do so during trial. The wage laws at issue in this case are clearly established and there is and was no "fairly debatable" point about whether Defendants were subject to them.

<u>Moonlighting</u>

37. Washington's moonlighting statute, RCW 49.62.070, instructs that "an employer may not restrict, restrain, or prohibit an employee earning less than twice the applicable statue minimum hourly wage from having an additional job, supplementing their income by working for another employer, working as an independent contractor, or being self-employed." RCW 49.62.070(1).

38. The statute contains two exceptions. First, employers may impose limits related to "safety" and "reasonable and normal scheduling expectations of the employer." RCW 49.62.070(2)(a). Second, the statute preserves "the obligations of an employee to an employer under existing law," such as the "common law duty of loyalty and laws preventing conflicts of interest and any corresponding policies addressing such obligations." RCW 49.62.070(2)(b). Employees subject to such restrictions by their employer have a private right of action. RCW 49.62.080.

39. In enacting the statute, the legislature found that "[w]orkforce mobility is important to economic growth and development." RCW 49.62.005(1); *David*, 4 Wn.3d at 248. The statute instructs that its provisions "facilitating workforce mobility and protecting employees . . . need to be liberally construed and exceptions narrowly construed." RCW 49.62.005(3); *David*, 4 Wn.3d at 249; *accord* RCW 49.62.110 ("This chapter is an exercise of the state's police power and shall be construed liberally for the accomplishment of its

purposes.") Accordingly, "any doubts must be 'resolved in favor of the worker.'" *Cannabis Green*, 569 P.3d at 310 (quoting *Dennis v. Dep't of Lab. and Indus.*, 109 Wn.2d 467, 470, 745 P.2d 1295 (1987)); *see also Drinkwitz v. Alliant Techsystems, Inc.*, 140 Wn.2d 291, 300, 996 P.2d 582 (2000) (discussing Washington's "long and proud history of being a pioneer in the protection of employee rights").

40. As a matter of law, a complete prohibition on working for a competing business violates RCW 49.62.070. *David v. Freedom Vans LLC*, 4 Wn.3d 242, 253 (2025). Rather, an employer's restriction on the ability to work for a competitor must be reasonable. When evaluating reasonableness, courts consider "factors such as whether there is a need to protect the employer's business or goodwill, whether the restraint on the employee is reasonably necessary, and whether enforcing the noncompete agreement violates public policy." *David*, 4 Wn.3d at 254.

41. After weighing the factors, the Court concludes that Mr. Tagle's restriction on working for competing coffee stands is not reasonable and therefore violates the moonlighting statute. This court finds the restriction was unreasonable based on the following. First, the restriction was not needed to protect Mr. Tagle's business as he claims. Instead, it was enforced to have "control" of the baristas, so they would not be "empowered." *See* P. Ex 355. Second, even if this court were to accept Mr. Tagle's purported financial reason (duty of loyalty) for the restriction, Mr. Tagle's restriction was not reasonably necessary. If his business was to sell coffee, then any barista could accomplish that task. In fact, this is confirmed (albeit in a different context) with Mr. Tagle's repeated warnings to baristas that, if they did not earn the sales goals, he would simply replace them with another barista. Third, this court finds that Mr. Tagle's restriction violates public policy, because it restricts low income workers being able to make a living. Mr. Tagle was put on notice that the restriction on his at-will, part-time employees was causing them financial stain. *See multiple text messages of employees asking to lift this restriction and text messages asking for more hours.*

42. Violations of Washington's moonlighting statute entitles an employee to statutory damages. *See* RCW 49.46.080 ("[T]he violator *must* pay . . . actual damages or a statutory penalty of five thousand dollars, plus attorneys' fees, expenses and costs . . . ."); *see also* RCW 49.46.005 (Washington's non-compete law provisions facilitate workplace mobility and are liberally construed in favor of workers); *cf. Perez-Farias v. Glob. Horizons, Inc.*, 175 Wn.2d 518, 530-33 (2012) (construing statutory damages provision as requiring award of $500 per farm worker, and rejecting defendant's due process arguments in light of the remedial purpose of the legislation).

43. It was clear that Mr. Tagle knew his customers were not there for the coffee. They were there to see the baristas. D. Ex, 125. This was also clear based on Mr. Tagle's repeated instruction/suggestion to almost every testifying barista that they advertise their shifts on social media. Because of this testimony, the court raised and discussed with the parties during trial and closing arguments the hypothetical question of whether Mr. Tagle could contract with the baristas for rights to their "likeness" or "personality."

44. Under Washington law, "[e]very individual or personality has a property right in the use of his or her name, voice, signature, photograph, or likeness." RCW 63.60.010. Under the law, a "personality" is "any individual whose name, voice, signature, photograph, or likeness has commercial value, whether or not that individual uses his or her name, voice, signature, photograph, or likeness . . . for purposes of advertising or selling, or solicitation of

purchase of, products, merchandise, goods, or services." RCW 63.60.020(8). Likewise, "likeness" includes "the distinctive appearance, gestures, or mannerisms of an individual." RCW 63.60.020(5). These rights are "transferable, assignable, and licensable, in whole or in part, by contract or by inter vivos transfer." RCW 63.60.030(1). Except where licensed or assigned, rights to a person's likeness are exclusive to that individual. RCW 63.60.040.

45. Here, because there is no evidence that baristas contracted with Mr. Tagle to license or assign their likenesses (not one testifying barista signed an employment contract with Defendants), Mr. Tagle has no property interest in their likenesses; such rights belong to each barista. As such, the baristas do not owe a duty of loyalty to their employer of their likenesses.

Other Relief

46. Washington courts regard judgments for back wages as liquidated and award prejudgment interest. *See Hill v. Garda CL Nw., Inc.*, 191 Wn.2d at 573-74 (discussing the purpose of prejudgment interest, which is to charge interest when one retains money that belongs to another); *see also Stevens v. Brink's Home Security, Inc.*, 162 Wn.2d 42, 51 (2007); *Mothers Work, Inc. v. McConnell*, 131 Wn. App. 525, 536 (2006);

47. A claim is liquidated when the evidence "furnished data that. .. made it possible to compute the amount with exactness." *Mothers Work*, 131 Wn. App. at 536. This is true even if the extent or number of unpaid hours are determined on an average or approximate basis, or when a damages expert is used to assist the trier of fact in determining the amount of back wages owed. *See id*; *see also Stevens*, 162 Wn.2d at 50-51.

48. The Court concludes that Plaintiff and the class are entitled to prejudgment interest on wages awarded for violations of the MWA, PSL, and WRA. *See* RCW 19.52.010. Here, the damages are ascertainable by applying the applicable minimum wage rate to the hours of unpaid time and the sick leave benefit that should have accrued during the Class Period. Likewise, the damages for lost wages and tips are ascertainable based on class member testimony as to the amounts rebated. Once accepted as true, the fact-finder need not rely on "opinion or discretion" to calculate the amount owed. *See Stevens*, 162 Wn.2d at 51.

49. The Court rejects Defendants' argument presented at closing that the wages owed are unliquidated. Such argument is not supported with authority and is apparently based solely on the fact that Defendants maintained inaccurate and inadequate records of hours worked and wages and tips paid or received. Defendants provided no authority in support of such argument and to accept it would be to reward recordkeeping violations and harm the employees for whom such laws are designed to protect.

50. The Court instructs Plaintiff to submit a supplemental pleading identifying the amount of prejudgment interest owed at the time Plaintiff presents final judgment for entry.

51. Plaintiff and the class are also entitled to an award of reasonable attorneys' fees and costs pursuant to RCW 49.46.090, RCW 49.62.080, and RCW 49.52.070.

52. The Court instructs Plaintiff to present in a fee petition for the Court's review within 20 days of this order.

DATED this 28th day of August, 2026.

Judge Cindi S. Port

Appendix A

	Pre-shift work	Post-shift work	Amount Forfeited pay/tips	Frequency Forfeited	Length of Employment	Primary Stand
Ms. Haines	5-15 mins	20 mins	See detailed record	See detailed record	Over 4 years	Seattle
Ms. Bhagwandin	5-15 mins	15-40 mins	\$20-50/shift	Every shift	Approx 4 years	Seattle Lynnwood
Ms. Soto	20 mins	15-30 mins	No estimate of amount given	Majority of time	Approx 5 months	Edmonds
Ms. Campbell	No estimate	No estimate	\$50-\$100	Every shift		Edmonds
Ms. Mattaliano	15-30 mins	10-30 mins	No estimate given	No estimate given	Off and on over 12 years	Seattle Bothell
Ms. Jackson	15-30 mins	30 mins	No estimate given	Majority of time	4-5 months	Everett
Ms. Tolliver	15 mins	15-30 mins	No estimate given	Majority of time	10-11 months	Edmonds
Ms. Hoffman	10-15 mins	20 mins	No estimate given	Majority of time	Over 23 years	Bothell Seattle Lynnwod
Ms. Effenberger	30-45 mins	15-60 mins	\$100-250	Every shift	Over 4 years	Seattle
Ms. Ellis	5-10 mins	5 mins	0	Never	Almost 4 years	Lynnwood
Ms. Heimbinger	5-10 mins	0 mins	No estimate given	Occasionally	Approx 3.5 years	Everett
Ms. Gonzales	No estimate	10 mins	No estimate given	25-50% of the time	Just over 3 years	Seattle Bothell
Ms. Martinez	No estimate	No estimate	No estimate given	No estimate given	Just over 2 years	Seattle
Ms. Ureste	5 mins	10 mins	No estimate given	5-10% of shifts	Just over 6 years	Bothell
Ms. Tran	No estimate	No estimate	First employment: No estimate given Second employment: 0	First employment: No estimate given Second employment: never	Approx 3 years	Seattle Bothell
Ms. Babcock	0 mins	0 mins	No estimate given	Occasionally	Approx 2.5 years	Bothell
Ms. Miller	3 mins	0	No estimate given	10% of the time	Approx 2.5 years	Bothell

Appendix B

DATE	WAGES PAID	Ex. #: Wages	SHIFT	Ex #: Drop Envelope	TIPS RECEIVED	Ex. #: Tips	TIPS REBATED	DOUBLE? (Y/N)
2020-06-22	$0	Pl. Ex. 55	5pm-10:30pm			Pl. Ex. 55		N
2020-06-23	$0	Pl. Ex. 55	11am-2pm			Pl. Ex. 55		N
2020-06-24	$0	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2020-06-25	$0	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2020-06-26	$0	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2020-06-28	$70	Pl. Ex. 55	8am-3pm			Pl. Ex. 55		N
2020-06-30	$70	Pl. Ex. 55	2pm-9pm			Pl. Ex. 55		N
2020-07-01	$0	Pl. Ex. 55	2pm-7pm			Pl. Ex. 55		N
2020-07-03	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-07-04	$40	Pl. Ex. 55	10am-6pm			Pl. Ex. 55		N
2020-07-07	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-07-10	$40	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-07-11	$40	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2020-07-14	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-07-15	$20	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-07-15	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-07-16	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55	$20	N
2020-07-18	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-07-19	$0	Pl. Ex. 55	12pm-5:30pm			Pl. Ex. 55		N
2020-07-20	$0	Pl. Ex. 55	10am-4pm			Pl. Ex. 55	$5	N
2020-07-20	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-07-21	$0	Pl. Ex. 55	6:30pm-10:45pm			Pl. Ex. 55	$15	N
2020-07-22	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55	$20	N
2020-07-22	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55	$25	N
2020-07-27	$0	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-07-28	$50	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-07-29	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-07-30	$0	Pl. Ex. 55	4pm-9:30pm			Pl. Ex. 55		N
2020-07-31	$50	Pl. Ex. 55	1pm-6pm			Pl. Ex. 55		N
2020-08-03	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-08-04	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-08-05	$0	Pl. Ex. 55	4pm-9pm			Pl. Ex. 55		N
2020-08-06	$0	Pl. Ex. 55	5am-11am			Pl. Ex. 55		N
2020-08-07	$70	Pl. Ex. 55	10am-5pm			Pl. Ex. 55		N
2020-08-10	$40	Pl. Ex. 55	10am-6pm			Pl. Ex. 55	$50	N
2020-08-11	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55	$50	N
2020-08-12	$0	Pl. Ex. 55	4pm-9:30pm			Pl. Ex. 55		N
2020-08-13	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-08-14	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55	$50	N
2020-08-14	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-08-18	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-08-19	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-08-20	$40	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2020-08-21	$40	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2020-08-22	$0	Pl. Ex. 55	3pm-8pm			Pl. Ex. 55	$80	N
2020-08-25	$0	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-08-27	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-08-28	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-08-29	$0	Pl. Ex. 55	5am-11am			Pl. Ex. 55		N
2020-08-31	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-09-01	$40	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2020-09-02	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-09-04	$40	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2020-09-05	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-09-07	$40	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2020-09-08	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-09-09	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2020-09-10	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55	$60	N
2020-09-11	$0	Pl. Ex. 55	4pm-9:30pm			Pl. Ex. 55		N
2020-09-14	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55	$70	N
2020-09-15	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-09-16	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N
2020-09-24	$0	Pl. Ex. 55	11am-4pm			Pl. Ex. 55		N

2020-09-25	$0	Pl. Ex. 55	11am-4pm		Pl. Ex. 55		N
2020-09-26	$0	Pl. Ex. 55	11am-4pm		Pl. Ex. 55		N
2020-09-28	$0	Pl. Ex. 55	4pm-9:30pm		Pl. Ex. 55		N
2020-09-29	$0	Pl. Ex. 55	10am-4:30pm		Pl. Ex. 55	$50	N
2020-10-01	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-03	$0	Pl. Ex. 55	11am-4pm		Pl. Ex. 55	$15	N
2020-10-04	$0	Pl. Ex. 55	12pm-5pm		Pl. Ex. 55	$70	N
2020-10-05	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-10-06	$50	Pl. Ex. 55	11am-4pm		Pl. Ex. 55		N
2020-10-07	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-09	$40	Pl. Ex. 55	6pm-10:30pm		Pl. Ex. 55		N
2020-10-10	$50	Pl. Ex. 55	3pm-8:45pm		Pl. Ex. 55		N
2020-10-12	$0	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-13	$40	Pl. Ex. 55	6pm-10:30pm		Pl. Ex. 55		N
2020-10-16	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-17	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-19	$0	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-10-22	$0	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55	$60	N
2020-10-23	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-24	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-26	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-10-27	$0	Pl. Ex. 55	11am-4pm		Pl. Ex. 55		N
2020-10-31	$0	Pl. Ex. 55	11am-4pm		Pl. Ex. 55		N
2020-11-01	$0	Pl. Ex. 55	12pm-5:30pm		Pl. Ex. 55		N
2020-11-02	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-11-03	$0	Pl. Ex. 55	11am-4pm		Pl. Ex. 55		N
2020-11-05	$40	Pl. Ex. 55	6pm-10:30pm		Pl. Ex. 55		N
2020-11-09	$0	Pl. Ex. 55	4pm-9:30pm		Pl. Ex. 55		N
2020-11-10	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-11-12	$0	Pl. Ex. 55	4pm-9:30pm		Pl. Ex. 55		N
2020-11-16	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-11-18	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-11-20	$40	Pl. Ex. 55	6pm-10:30pm		Pl. Ex. 55		N
2020-11-21	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-11-23	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-11-24	$40	Pl. Ex. 55	6pm-10:30pm		Pl. Ex. 55		N
2020-11-28	$50	Pl. Ex. 55	4pm-9pm		Pl. Ex. 55		N
2020-11-29	$0	Pl. Ex. 55	12pm-5:45pm		Pl. Ex. 55		N
2020-12-01	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-02	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-06	$0	Pl. Ex. 55	11am-6pm		Pl. Ex. 55		N
2020-12-07	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-12-08	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-14	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-12-17	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-18	$0	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-20	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-21	$0	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2020-12-24	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-27	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2020-12-28	$0	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55	$20	N
2020-12-29	$0	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2020-12-30	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2021-01-02	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2021-01-04	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2021-01-05	$0	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-01-07	$40	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-01-11	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2021-01-12	$40	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-01-15	$40	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-01-19	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2021-01-22	$0	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-01-23	$40	Pl. Ex. 55	2pm-6pm		Pl. Ex. 55		N
2021-01-25	$0	Pl. Ex. 55	6pm-10:45pm	Pl. Ex. 35	Pl. Ex. 55	$50	N
2021-01-26	$0	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-02-01	$40	Pl. Ex. 55	6pm-10:30pm		Pl. Ex. 55		N
2021-02-02	$0	Pl. Ex. 55	6pm-10:45pm		Pl. Ex. 55		N
2021-02-04	$40	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N
2021-02-05	$0	Pl. Ex. 55	10am-2pm		Pl. Ex. 55		N

2021-02-08	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55	$100	N
2021-02-10	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55	$25	N
2021-02-12	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2021-02-15	$0	Pl. Ex. 55	11am-5pm			Pl. Ex. 55	$15	N
2021-02-16	$0	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2021-02-19	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-02-22	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2021-02-25	$40	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2021-02-26	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2021-02-27	$40	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2021-03-01	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2021-03-02	$40	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2021-03-04	$0	Pl. Ex. 55	6pm-10:45pm	Pl. Ex. 32		Pl. Ex. 55	$60	N
2021-03-08	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2021-03-09	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55	$25	N
2021-03-11	$40	Pl. Ex. 55	6pm-10:30pm			Pl. Ex. 55		N
2021-03-15	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2021-03-16	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-03-18	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-03-23	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-03-24	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-03-25	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2021-03-30	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-04-09	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2021-04-10	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-04-12	$0	Pl. Ex. 55	1:30pm-6pm			Pl. Ex. 55		N
2021-04-17	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-04-20	$0	Pl. Ex. 55	6pm-10:45pm			Pl. Ex. 55		N
2021-05-03	$0	Pl. Ex. 55	10am-2pm			Pl. Ex. 55	$30	N
2021-05-04	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2021-05-06	$40	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2022-02-09	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2022-03-22	$40	Pl. Ex. 55	10am-2pm			Pl. Ex. 55		N
2022-04-19	$40	Pl. Ex. 55	2pm-6pm			Pl. Ex. 55		N
2022-07-06	$0	Pl. Ex. 53			$45	Pl. Ex. 53	$60	N
2022-07-08	$4	Pl. Ex. 53			$180	Pl. Ex. 53	$0	N
2022-07-09	$48	Pl. Ex. 53	10-2		$399	Pl. Ex. 53	$0	N
2022-07-11	$0	Pl. Ex. 53	2-6	Pl. Ex. 28	$257	Pl. Ex. 53	$15	N
2022-07-12	$0	Pl. Ex. 53	6-10		$320	Pl. Ex. 53	$19	N
2022-07-14	$46	Pl. Ex. 53	10-2	Pl. Ex. 29	$258	Pl. Ex. 53	$0	N
2022-07-23		Pl. Ex. 53		Pl. Ex. 31	$68	Pl. Ex. 53	$48	N
2022-07-24	$0	Pl. Ex. 53				Pl. Ex. 53	$57	N
2022-07-25	$0	Pl. Ex. 53			$84	Pl. Ex. 53	$34	N
2022-07-26	$0	Pl. Ex. 53	10-2		$263	Pl. Ex. 53	$0	N
2022-07-30	$38	Pl. Ex. 53	10-2		$354	Pl. Ex. 53	$0	N
2022-08-01	$1	Pl. Ex. 53			$208	Pl. Ex. 53	$0	N

2022-08-02	$0	Pl. Ex. 53	10-2	$287	Pl. Ex. 53		N
2022-08-04	$0	Pl. Ex. 53		$186	Pl. Ex. 53	$2	N
2022-08-09	$0	Pl. Ex. 53		$97	Pl. Ex. 53	$45	N
2022-08-10	$0	Pl. Ex. 53		$213	Pl. Ex. 53	$16	N
2022-08-11	$0	Pl. Ex. 53		$204	Pl. Ex. 53	$24	N
2022-08-16	$21	Pl. Ex. 53		$232	Pl. Ex. 53	$0	N
2022-08-17	$48	Pl. Ex. 53	10-2	$374	Pl. Ex. 53	$0	N
2022-08-20	$0	Pl. Ex. 53		$176	Pl. Ex. 53	$42	N
2022-08-22	$0	Pl. Ex. 53		$141	Pl. Ex. 53	$15	N
2022-08-24	$4	Pl. Ex. 53		$216	Pl. Ex. 53	$0	N
2022-08-29	$0	Pl. Ex. 53		$104	Pl. Ex. 53	$39	N
2022-08-30	$48	Pl. Ex. 53		$223	Pl. Ex. 53	$0	N
2022-09-01	$0	Pl. Ex. 53		$211	Pl. Ex. 53	$28	N
2022-09-02	$0	Pl. Ex. 53		$121	Pl. Ex. 53	$36	N
2022-09-06	$0	Pl. Ex. 53		$88	Pl. Ex. 53	$45	N
2022-09-14	$0	Pl. Ex. 53		$220	Pl. Ex. 53	$23	N
2022-09-15	$0	Pl. Ex. 53		$76	Pl. Ex. 53	$70	N
2022-09-16	$0	Pl. Ex. 53		$139	Pl. Ex. 53	$19	N
2022-09-19	$0	Pl. Ex. 53		$127	Pl. Ex. 53	$74	N
2022-09-20	$0	Pl. Ex. 53		$117	Pl. Ex. 53	$18	N
2022-09-24	$48	Pl. Ex. 53	2-6	$594	Pl. Ex. 53		N
2022-09-28	$48	Pl. Ex. 53	10-2	$351	Pl. Ex. 53		N
2022-09-29	$0	Pl. Ex. 53		$70	Pl. Ex. 53	$40	N
2022-09-30	$8	Pl. Ex. 53		$186	Pl. Ex. 53		N
2022-10-03	$0	Pl. Ex. 53		$145	Pl. Ex. 53	$4	N
2022-10-04	$16	Pl. Ex. 53		$171	Pl. Ex. 53	$0	N
2022-10-07		Pl. Ex. 53		$97	Pl. Ex. 53	$59	N
2022-10-10	$0	Pl. Ex. 53		$164	Pl. Ex. 53	$10	N
2022-10-12	$38	Pl. Ex. 53		$171	Pl. Ex. 53	$0	N
2022-10-13	$0	Pl. Ex. 53		$31	Pl. Ex. 53	$109	N
2022-10-25	$0	Pl. Ex. 53		$71	Pl. Ex. 53	$41	N
2022-10-26	$0	Pl. Ex. 53		$107	Pl. Ex. 53	$43	N
2022-10-27	$0	Pl. Ex. 53		$127	Pl. Ex. 53	$20	N
2022-11-02	$0	Pl. Ex. 53		$247	Pl. Ex. 53	$0	N

2022-11-04	$0	Pl. Ex. 53		$145	Pl. Ex. 53	$19	N
2022-11-05		Pl. Ex. 53		$610	Pl. Ex. 53		Y
2022-11-07		Pl. Ex. 53		$176	Pl. Ex. 53	$29	N
2022-11-09		Pl. Ex. 53		$216	Pl. Ex. 53	$2	N
2022-11-14	$48	Pl. Ex. 53		$195	Pl. Ex. 53		N
2022-11-15	$0	Pl. Ex. 53		$189	Pl. Ex. 53	$28	N
2022-11-21		Pl. Ex. 53		$131	Pl. Ex. 53	$35	N
2022-11-23	$48	Pl. Ex. 53	10-2	$484	Pl. Ex. 53		N
2022-11-29		Pl. Ex. 53		$115	Pl. Ex. 53	$65	N
2022-11-30	$3	Pl. Ex. 53	10-2	$336	Pl. Ex. 53		N
2022-12-05	$24	Pl. Ex. 53		$226	Pl. Ex. 53		N
2022-12-07	$0	Pl. Ex. 53	10-2	$302	Pl. Ex. 53	$0	N
2022-12-08		Pl. Ex. 53	2-6	$276	Pl. Ex. 53	$9	N
2022-12-12		Pl. Ex. 53		$106	Pl. Ex. 53	$58	N
2022-12-14	$16	Pl. Ex. 53	10-2	$296	Pl. Ex. 53		N
2022-12-15	$5	Pl. Ex. 53		$223	Pl. Ex. 53		N
2022-12-19	$48	Pl. Ex. 53	2-6	$419	Pl. Ex. 53		N
2022-12-22	$48	Pl. Ex. 53	2-6	$389	Pl. Ex. 53		N
2022-12-28	$48	Pl. Ex. 53	10-2	$317	Pl. Ex. 53		N
2022-12-29	$24	Pl. Ex. 53	10-2	$262	Pl. Ex. 53		N
2022-12-30		Pl. Ex. 53		$103	Pl. Ex. 53	$30	N
2023-01-02	$17	Pl. Ex. 52		$170	Pl. Ex. 52		N
2023-01-04	$41	Pl. Ex. 52	10-2	$287	Pl. Ex. 52		N
2023-01-09	$0	Pl. Ex. 52		$137	Pl. Ex. 52	$42	N
2023-01-10	$18	Pl. Ex. 52	2-6	$289	Pl. Ex. 52		N
2023-01-11	$8	Pl. Ex. 52	10-2	$252	Pl. Ex. 52		N
2023-01-13		Pl. Ex. 52	2-6	$667	Pl. Ex. 52		Y
2023-01-16	$48	Pl. Ex. 52	10-2	$367	Pl. Ex. 52		N

2023-01-18	$46	Pl. Ex. 52	10-2	$364	Pl. Ex. 52		N
2023-01-19	$42	Pl. Ex. 52	10-2	$314	Pl. Ex. 52		N
2023-01-23	$48	Pl. Ex. 52	6-10	$295	Pl. Ex. 52		N
2023-01-25	$0	Pl. Ex. 52	10-2	$235	Pl. Ex. 52	$2	N
2023-01-26	$12	Pl. Ex. 52	10-2	$222	Pl. Ex. 52		N
2023-02-01	$22	Pl. Ex. 52	10-2	$204	Pl. Ex. 52		N
2023-02-02		Pl. Ex. 52	10-2	$175	Pl. Ex. 52	$18	N
2023-02-04	$60	Pl. Ex. 52	11-4	$305	Pl. Ex. 52		N
2023-02-08	$16	Pl. Ex. 52	10-2	$168	Pl. Ex. 52		N
2023-02-09		Pl. Ex. 52	10-2	$14	Pl. Ex. 52	$101	N
2023-02-10		Pl. Ex. 52		$147	Pl. Ex. 52	$6	N
2023-02-13		Pl. Ex. 52	6-10	$106	Pl. Ex. 52	$16	N
2023-02-14	$4	Pl. Ex. 52	2-6pm	$218	Pl. Ex. 52		N
2023-02-15		Pl. Ex. 52	10-2	$103	Pl. Ex. 52	$62	N
2023-02-20	$6	Pl. Ex. 52	2-6	$234	Pl. Ex. 52		N
2023-02-22	$0	Pl. Ex. 52		$56	Pl. Ex. 52	$79	N
2023-02-24	$19	Pl. Ex. 52		$244	Pl. Ex. 52		N
2023-02-28		Pl. Ex. 52		$89	Pl. Ex. 52	$52	N
2023-03-01		Pl. Ex. 52		$68	Pl. Ex. 52	$91	N
2023-03-08		Pl. Ex. 52		$139	Pl. Ex. 52	$31	N
2023-03-13		Pl. Ex. 52		$142	Pl. Ex. 52	$30	N
2023-03-14		Pl. Ex. 52		$197	Pl. Ex. 52	$6	N
2023-03-15	$2	Pl. Ex. 52		$170	Pl. Ex. 52		N
2023-03-22		Pl. Ex. 52		$115	Pl. Ex. 52	$18	N
2023-03-23		Pl. Ex. 52		$145	Pl. Ex. 52	$15	N
2023-03-24		Pl. Ex. 52		$104	Pl. Ex. 52	$21	N
2023-03-28	$49	Pl. Ex. 52	2-6	$315	Pl. Ex. 52		N
2023-03-29		Pl. Ex. 52		$81	Pl. Ex. 52	$31	N
2023-03-31	$13	Pl. Ex. 52		$241	Pl. Ex. 52		N
2023-04-04		Pl. Ex. 52		$170	Pl. Ex. 52	$38	N
2023-04-05	$7	Pl. Ex. 52		$164	Pl. Ex. 52		N
2023-04-10		Pl. Ex. 52		$40	Pl. Ex. 52	$68	N
2023-04-11	$4	Pl. Ex. 52		$254	Pl. Ex. 52		N
2023-04-12		Pl. Ex. 52		$107	Pl. Ex. 52	$76	N
2023-04-12	$43	Pl. Ex. 52		$234	Pl. Ex. 52		N
2023-04-18		Pl. Ex. 52		$175	Pl. Ex. 52	$6	N
2023-04-19	$9	Pl. Ex. 52	10-2	$346	Pl. Ex. 52		N
2023-04-24		Pl. Ex. 52		$112	Pl. Ex. 52	$15	N
2023-04-25		Pl. Ex. 52		$115	Pl. Ex. 52	$66	N
2023-04-26		Pl. Ex. 52		$160	Pl. Ex. 52	$21	N
2023-05-01		Pl. Ex. 52		$34	Pl. Ex. 52	$56	N
2023-05-02	$12	Pl. Ex. 52	2-6	$265	Pl. Ex. 52		N
2023-05-03		Pl. Ex. 52		$259	Pl. Ex. 52	$52	N
2023-05-08		Pl. Ex. 52		$181	Pl. Ex. 52	$15	N
2023-05-09		Pl. Ex. 52		$0	Pl. Ex. 52	$79	N
2023-05-15		Pl. Ex. 52		$376	Pl. Ex. 52	$12	N
2023-05-16		Pl. Ex. 52		$159	Pl. Ex. 52	$59	N
2023-05-17		Pl. Ex. 52		$141	Pl. Ex. 52	$25	N
2023-05-22	$50	Pl. Ex. 52		$277	Pl. Ex. 52		N
2023-05-23		Pl. Ex. 52		$138	Pl. Ex. 52	$34	N
2023-05-24		Pl. Ex. 52		$220	Pl. Ex. 52	$18	N
2023-05-30		Pl. Ex. 52		$50	Pl. Ex. 52	$74	N
2023-05-31		Pl. Ex. 52		$25	Pl. Ex. 52	$72	N
2023-06-03		Pl. Ex. 52		$160	Pl. Ex. 52	$63	N
2023-06-05		Pl. Ex. 52		$242	Pl. Ex. 52	$10	N

2023-06-07		Pl. Ex. 52			$142	Pl. Ex. 52	$24	N
2023-06-09	$50	Pl. Ex. 52			$191	Pl. Ex. 52		N
2023-06-12	$10	Pl. Ex. 52			$149	Pl. Ex. 52		N
2023-06-14		Pl. Ex. 52			$228	Pl. Ex. 52	$16	N
2023-06-16	$50	Pl. Ex. 52			$237	Pl. Ex. 52		N
2023-06-21	$50	Pl. Ex. 52	10-2		$488	Pl. Ex. 52		N
2023-06-22	$0	Pl. Ex. 52			$142	Pl. Ex. 52		N
2023-06-23	$0	Pl. Ex. 52			$169	Pl. Ex. 52		N
2023-06-26	$0	Pl. Ex. 52			$211	Pl. Ex. 52		N
2023-06-27		Pl. Ex. 52			$108	Pl. Ex. 52	$20	N
2023-06-28		Pl. Ex. 52			$240	Pl. Ex. 52	$20	N
2023-06-30	$40	Pl. Ex. 52			$298	Pl. Ex. 52		N
2023-07-03	$0	Pl. Ex. 52			$248	Pl. Ex. 52		N
2023-07-04		Pl. Ex. 52			$144	Pl. Ex. 52	$25	N
2023-07-05		Pl. Ex. 52			$146	Pl. Ex. 52	$1	N
2023-07-10		Pl. Ex. 52			$155	Pl. Ex. 52	$10	N
2023-07-11	$10	Pl. Ex. 52			$178	Pl. Ex. 52		N
2023-07-12		Pl. Ex. 52			$206	Pl. Ex. 52		N
2023-07-17		Pl. Ex. 52			$123	Pl. Ex. 52		N
2023-07-18		Pl. Ex. 52			$0	Pl. Ex. 52		N
2023-07-19	$0	Pl. Ex. 52			$122	Pl. Ex. 52		N
2023-07-25	$50	Pl. Ex. 52			$299	Pl. Ex. 52		N
2023-07-26	$50	Pl. Ex. 52			$277	Pl. Ex. 52		N
2023-08-01		Pl. Ex. 52			$266	Pl. Ex. 52	$5	N
2023-08-02	$20	Pl. Ex. 52			$207	Pl. Ex. 52		N
2023-08-04	$0	Pl. Ex. 52			$217	Pl. Ex. 52		N
2023-08-09	$0	Pl. Ex. 52			$152	Pl. Ex. 52		N
2023-08-11	$15	Pl. Ex. 52			$277	Pl. Ex. 52		N
2023-08-15	$44	Pl. Ex. 52		Pl. Ex. 18	$250	Pl. Ex. 52		N
2023-08-16	$42	Pl. Ex. 52		Pl. Ex. 18	$212	Pl. Ex. 52		N
2023-08-17	$50	Pl. Ex. 52		Pl. Ex. 18	$204	Pl. Ex. 52		N
2023-08-24	$50	Pl. Ex. 52		Pl. Ex. 18	$251	Pl. Ex. 52		N
2023-08-25	$25	Pl. Ex. 52		Pl. Ex. 18	$317	Pl. Ex. 52		N
2023-08-30		Pl. Ex. 52		Pl. Ex. 18	$95	Pl. Ex. 52	$50	N
2023-08-31	$50	Pl. Ex. 52		Pl. Ex. 18	$306	Pl. Ex. 52		N
2023-09-04		Pl. Ex. 52		Pl. Ex. 34, 18	$251	Pl. Ex. 52	$50	N
2023-09-05	$0	Pl. Ex. 52		Pl. Ex. 33, 18	$8.50	Pl. Ex. 52	"all"	N
2023-09-06	$0	Pl. Ex. 52		Pl. Ex. 18	$186	Pl. Ex. 52		N
2023-09-11		Pl. Ex. 52		Pl. Ex. 18	$125	Pl. Ex. 52	$28	N
2023-09-13		Pl. Ex. 52		Pl. Ex. 18	$176	Pl. Ex. 52	$5	N
2023-09-15		Pl. Ex. 52		Pl. Ex. 18	$160	Pl. Ex. 52		N
2023-09-18		Pl. Ex. 52		Pl. Ex. 18	$54	Pl. Ex. 52	$50	N
2023-09-20		Pl. Ex. 52		Pl. Ex. 18	$44	Pl. Ex. 52		N
2023-09-25		Pl. Ex. 52		Pl. Ex. 18	$41	Pl. Ex. 52	$30	N
2023-09-27		Pl. Ex. 52		Pl. Ex. 18	$149	Pl. Ex. 52	$20	N
2023-09-27		Pl. Ex. 52			$160	Pl. Ex. 52	$20	N
2023-10-02		Pl. Ex. 52		Pl. Ex. 18	$139	Pl. Ex. 52	$40	N
2023-10-03	$5	Pl. Ex. 52		Pl. Ex. 18	$205	Pl. Ex. 52		N
2023-10-04	$0	Pl. Ex. 52		Pl. Ex. 18	$231	Pl. Ex. 52		N
2023-10-09		Pl. Ex. 52			$146	Pl. Ex. 52	$30	N
2023-10-10	$13	Pl. Ex. 52		Pl. Ex. 18	$392	Pl. Ex. 52		N
2023-10-11	$0	Pl. Ex. 52		Pl. Ex. 18	$187	Pl. Ex. 52		N
2023-10-17	$0	Pl. Ex. 52		Pl. Ex. 18	$248	Pl. Ex. 52		N
2023-10-18		Pl. Ex. 52		Pl. Ex. 18	$0	Pl. Ex. 52	$68	Y
2023-10-25		Pl. Ex. 52		Pl. Ex. 18	$270	Pl. Ex. 52		N
2023-10-30		Pl. Ex. 52		Pl. Ex. 18	$152	Pl. Ex. 52	$30	N
2023-10-31		Pl. Ex. 52		Pl. Ex. 18	$152	Pl. Ex. 52	$40	N
2023-11-07		Pl. Ex. 52		Pl. Ex. 18	$203	Pl. Ex. 52		N
2023-11-08	$0	Pl. Ex. 52		Pl. Ex. 18	$323	Pl. Ex. 52		N
2023-11-09		Pl. Ex. 52		Pl. Ex. 18	$281	Pl. Ex. 52	$6	N
2023-11-13		Pl. Ex. 52		Pl. Ex. 18	$0	Pl. Ex. 52		N
2023-11-14		Pl. Ex. 52		Pl. Ex. 18	$252	Pl. Ex. 52	$10	N
2023-11-15	$0	Pl. Ex. 52		Pl. Ex. 18	$219	Pl. Ex. 52		N
2023-11-20	$50	Pl. Ex. 52		Pl. Ex. 18	$353	Pl. Ex. 52		N
2023-11-21	$0	Pl. Ex. 52		Pl. Ex. 18	$163	Pl. Ex. 52		N
2023-11-22	$50	Pl. Ex. 52		Pl. Ex. 18	$317	Pl. Ex. 52		N
2023-11-27		Pl. Ex. 52		Pl. Ex. 18	$27	Pl. Ex. 52	$40	N
2023-11-29	$15	Pl. Ex. 52		Pl. Ex. 18	$240	Pl. Ex. 52		Y
2023-12-04	$4	Pl. Ex. 52		Pl. Ex. 18	$179	Pl. Ex. 52		N
2023-12-06	$10	Pl. Ex. 52		Pl. Ex. 18	$254	Pl. Ex. 52		N

2023-12-11	$0	Pl. Ex. 52		Pl. Ex. 18	$153	Pl. Ex. 52		N
2023-12-12		Pl. Ex. 52		Pl. Ex. 18	$90	Pl. Ex. 52	$45	N
2023-12-13		Pl. Ex. 52		Pl. Ex. 18	$155	Pl. Ex. 52	$30	N
2023-12-21		Pl. Ex. 52		Pl. Ex. 18	$165	Pl. Ex. 52	$40	N
2023-12-22	$34	Pl. Ex. 52		Pl. Ex. 18	$160	Pl. Ex. 52		N
2023-12-26	$0	Pl. Ex. 52		Pl. Ex. 18	$114	Pl. Ex. 52		N
2023-12-27	$0	Pl. Ex. 52		Pl. Ex. 18	$148	Pl. Ex. 52		N
2023-12-28	$50	Pl. Ex. 52		Pl. Ex. 18	$285	Pl. Ex. 52		N
2024-01-01	$21	Pl. Ex. 54	10-2	Pl. Ex. 37, 18	$90	Pl. Ex. 54		N
2024-01-03		Pl. Ex. 54	10-2	Pl. Ex. 18	$144	Pl. Ex. 54	$20	N
2024-01-05	$10	Pl. Ex. 54	10-2		$300	Pl. Ex. 54		N
2024-01-15	$0	Pl. Ex. 54		Pl. Ex. 18	$214	Pl. Ex. 54		N
2024-01-17		Pl. Ex. 54		Pl. Ex. 18	$145	Pl. Ex. 54	$5	N
2024-01-19	$63	Pl. Ex. 54	10-3	Pl. Ex. 18	$340	Pl. Ex. 54		N
2024-01-22	$0	Pl. Ex. 54	10-2	Pl. Ex. 18	$172	Pl. Ex. 54		N
2024-01-24		Pl. Ex. 54	10-2	Pl. Ex. 18	$90	Pl. Ex. 54	$20	N
2024-01-26	$30	Pl. Ex. 54	10-2	Pl. Ex. 18	$304	Pl. Ex. 54		N
2024-01-29	$36	Pl. Ex. 54		Pl. Ex. 18	$195	Pl. Ex. 54		N
2024-01-31		Pl. Ex. 54		Pl. Ex. 18	$96	Pl. Ex. 54	$20	N
2024-02-01		Pl. Ex. 54	10-2	Pl. Ex. 18	$310	Pl. Ex. 54	$5	N
2024-02-05		Pl. Ex. 54		Pl. Ex. 18	$0	Pl. Ex. 54	$63	N
2024-02-07		Pl. Ex. 54		Pl. Ex. 18	$81	Pl. Ex. 54	$20	N
2024-02-09	$0	Pl. Ex. 54	10-2	Pl. Ex. 18	$224	Pl. Ex. 54		N
2024-02-12	$59	Pl. Ex. 54		Pl. Ex. 18	$270	Pl. Ex. 54		N
2024-02-16	$0	Pl. Ex. 54		Pl. Ex. 18	$167	Pl. Ex. 54		N
2024-02-19	$11	Pl. Ex. 54		Pl. Ex. 18	$134	Pl. Ex. 54		N
2024-02-22	$0	Pl. Ex. 54		Pl. Ex. 18	$235	Pl. Ex. 54		N
2024-02-26	$0	Pl. Ex. 54		Pl. Ex. 18	$162	Pl. Ex. 54		N
2024-02-28	$15	Pl. Ex. 54		Pl. Ex. 18	$425	Pl. Ex. 54		N
2024-03-04		Pl. Ex. 54	10-2	Pl. Ex. 18	$103	Pl. Ex. 54	$21	N
2024-03-06		Pl. Ex. 54		Pl. Ex. 18		Pl. Ex. 54		N
2024-03-11	$0	Pl. Ex. 54		Def. Ex. 155, 157	$144	Pl. Ex. 54		N
2024-03-13	$0	Pl. Ex. 54		Def. Ex. 155, 157	$197	Pl. Ex. 54		N
2024-03-15		Pl. Ex. 54		Def. Ex. 157	$137	Pl. Ex. 54	$30	N
2024-03-18	$20	Pl. Ex. 54		Def. Ex. 157	$316	Pl. Ex. 54		N
2024-03-20		Pl. Ex. 54		Def. Ex. 157	$220	Pl. Ex. 54	$20	N
2024-03-22	$0	Pl. Ex. 54		Pl. Ex. 36, Def. Ex. 15	$142	Pl. Ex. 54		N
2024-03-25		Pl. Ex. 54		Def. Ex. 157	$186	Pl. Ex. 54	$60	N
2024-03-27	$0	Pl. Ex. 54		Def. Ex. 157, 197	$201	Pl. Ex. 54		N
2024-04-02		Pl. Ex. 54		Def. Ex. 157, 197	$137	Pl. Ex. 54	$30	N
2024-04-09	$35	Pl. Ex. 54		Def. Ex. 157, 197	$206	Pl. Ex. 54		N
2024-04-16		Pl. Ex. 54		Def. Ex. 157, 197	$31	Pl. Ex. 54	$25	N
2024-04-18	$0	Pl. Ex. 54		Def. Ex. 157, 197	$133	Pl. Ex. 54		N
2024-04-19	$51	Pl. Ex. 54		Def. Ex. 158, 197	$333	Pl. Ex. 54		N
2024-04-23	$0	Pl. Ex. 54		Def. Ex. 158, 197	$62	Pl. Ex. 54		N
2024-04-25	$0	Pl. Ex. 54		Def. Ex. 158, 197	$86	Pl. Ex. 54		N
2024-04-26	$23	Pl. Ex. 54		Def. Ex. 158, 197	$238	Pl. Ex. 54		N
2024-05-02	$0	Pl. Ex. 54		Def. Ex. 158, 197	$209	Pl. Ex. 54		N
2024-05-03		Pl. Ex. 54		Def. Ex. 158, 197	$135	Pl. Ex. 54	$20	N
2024-05-07	$20	Pl. Ex. 54		Def. Ex. 158, 197	$208	Pl. Ex. 54		N
2024-05-09		Pl. Ex. 54		Def. Ex. 158		Pl. Ex. 54		N
2024-05-14		Pl. Ex. 54		Def. Ex. 158	$98	Pl. Ex. 54		N

2024-05-16		Pl. Ex. 54	Def. Ex. 158	$206	Pl. Ex. 54	$30	N
2024-05-17	$10	Pl. Ex. 54	Def. Ex. 158, 199	$205	Pl. Ex. 54		N
2024-05-21	$0	Pl. Ex. 54	Def. Ex. 158	$202	Pl. Ex. 54		Y
2024-05-23	$0	Pl. Ex. 54	Def. Ex. 158, 201	$154	Pl. Ex. 54		N
2024-05-24	$0	Pl. Ex. 54	Def. Ex. 158, 201	$180	Pl. Ex. 54		N
2024-06-18		Pl. Ex. 54	Def. Ex. 155, 159	$175	Pl. Ex. 54		N
2024-06-21		Pl. Ex. 54	Def. Ex. 159	$140	Pl. Ex. 54		N
2024-06-26		Pl. Ex. 54	Def. Ex. 159, 203	$185	Pl. Ex. 54	$50	N
2024-06-27		Pl. Ex. 54	Def. Ex. 203	$19	Pl. Ex. 54	$60	N
2024-07-03		Pl. Ex. 54	Def. Ex. 161, 203	$173	Pl. Ex. 54	$10	N
2024-07-04		Pl. Ex. 54	Def. Ex. 161, 203	$223	Pl. Ex. 54		N
2024-07-05		Pl. Ex. 54	Def. Ex. 161, 162, 20	$94	Pl. Ex. 54		N
2024-07-10		Pl. Ex. 54	Def. Ex. 162, 203	$50	Pl. Ex. 54	$61	N
2024-07-11		Pl. Ex. 54	Def. Ex. 162, 203	$162	Pl. Ex. 54		N
2024-07-15		Pl. Ex. 54	Def. Ex. 162, 203	$64	Pl. Ex. 54	$60	N
2024-07-16		Pl. Ex. 54	Def. Ex. 162, 203	$150	Pl. Ex. 54	$10	N
2024-07-24		Pl. Ex. 54	Def. Ex. 162, 203	$143	Pl. Ex. 54	$20	N
2024-07-26		Pl. Ex. 54	Def. Ex. 162, 204	$80	Pl. Ex. 54	$30	N
2024-08-02		Pl. Ex. 54	Def. Ex. 163, 204	$202	Pl. Ex. 54		N
2024-08-07		Pl. Ex. 54	Def. Ex. 164, 204	$55	Pl. Ex. 54	$50	N
2024-08-08		Pl. Ex. 54	Def. Ex. 164, 204	$150	Pl. Ex. 54	$25	N
2024-08-12		Pl. Ex. 54	Def. Ex. 155, 164	$45	Pl. Ex. 54	$50	N
2024-08-13		Pl. Ex. 54	Def. Ex. 155, 164	$64	Pl. Ex. 54	$40	N
2024-08-21		Pl. Ex. 54	Def. Ex. 164	$155	Pl. Ex. 54	$20	N
2024-08-23		Pl. Ex. 54	Def. Ex. 164	$30	Pl. Ex. 54	$70	N
2024-08-27		Pl. Ex. 54	Def. Ex. 164	$117	Pl. Ex. 54	$0	N
2024-08-30		Pl. Ex. 54	Def. Ex. 164	$110	Pl. Ex. 54	$10	N
2024-09-04		Pl. Ex. 54	Def. Ex. 164	$130	Pl. Ex. 54	$0	N
2024-09-05		Pl. Ex. 54	Def. Ex. 164	$105	Pl. Ex. 54		N
2022-Undated	$48	Pl. Ex. 53		$88	Pl. Ex. 53	$0	N

Total 2022 shift entries in Exhibit 53: 85

Put In (non-tip)

- 20 shifts
- 23.5% of shift entries
- $746 total
- $8.78 average per shift in 2022

Tips Put In

- 21 shift entries with a positive numeric tip amount
- 23.5% of shift entries
- $698 total
- $8.21 average per shift in 2022

Taken from Till

- 14 shifts
- $176 total
- $2.07 average per shift in 2022

Total 2023 shift entries in Exhibit 52: 149

Put In

- 57 shifts
- 38.3% of shifts
- $1,933 total
- $12.97 average alleged per shift in 2023

Tips Put In

- 6 shifts with a numeric tips amount (9/5 says "all" with no value)
- 4.0% of shifts
- $187
- $1.26 average alleged per shift in 2023

Taken from Till

- 12 shifts
- $168 total
- $1.13 average alleged per shift in 2023

Total 2024 shift entries (Ex. 54): 49

Put In (in 2024 Haines did not use the word "tip" in her notes at all)

- 30 shifts
- 61.2% of shifts
- $955 total
- $19.49 average across all 2024 shifts

Taken from Till

- 5 shifts
- $127 total
- $2.59 average across all 2024 shifts

Appendix C

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
Def. Ex. 258 – TAGLE 002722	3/11/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002725	3/15/2024	$64.18	5:00A–10:00A	5.0			
Def. Ex. 258 – TAGLE 002726	3/18/2024	$64.18	5:00A–10:00A	5.0			
Def. Ex. 258 – TAGLE 002728	3/22/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002729	3/25/2024	$52	2:00P–6:00P	4.0			
Def. Ex. 258 – TAGLE 002730	3/27/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002735	3/31/2024	$64	12:00P–5:00P	5.0			
Def. Ex. 258 – TAGLE 002736	4/1/2024	$85.37	3:00P–10:00P	7.0			
Def. Ex. 258 – TAGLE 002737	4/3/2024	$78	5:00A–11:00A	8.0			
Def. Ex. 258 – TAGLE 002737	4/4/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002738	4/5/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002740	4/6/2024	$64	4:00P–9:00P	5.0			
Def. Ex. 258 – TAGLE 002741	4/8/2024	$52	10:00A–2:00P	4.0			
Def. Ex. 258 – TAGLE 002742	4/10/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002742	4/11/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002743	4/12/2024	$64	5:00A–10:00A	5.0			
Def. Ex. 258 – TAGLE 002744	4/15/2024	$52	2:00P–6:00P	4.0			
Def. Ex. 258 – TAGLE 002745	4/17/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002745	4/18/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002746	4/19/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002746	4/21/2024	$64	12:00P–5:00P	5.0			
Def. Ex. 258 – TAGLE 002747	4/22/2024	$52	10:00A–2:00P	4.0			
Def. Ex. 258 – TAGLE 002748	4/25/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002748	4/27/2024	$78	5:00A–11:00A	6.0			
Def. Ex. 258 – TAGLE 002749	4/27/2024	$64	4:00P–9:00P	5.0			
Def. Ex. 258 – TAGLE 002750	4/28/2024	$64	12:00P–5:00P	5.0			
Def. Ex. 258 – TAGLE 002750	5/1/2024	$52	6:00P–10:00P	4.0			

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
Def. Ex. 258 – TAGLE 002751	5/2/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002752	5/3/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002753	5/4/2024	$64	4:00P–9:00P	5.0			
Def. Ex. 258 – TAGLE 002753	5/6/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002754	5/8/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002755	5/9/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002756	5/10/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002757	5/11/2024	$78	3:00P–9:00P	6.0			
Def. Ex. 258 – TAGLE 002758	5/13/2024	$85.37	5:00A–12:00P	7.0			
Def. Ex. 258 – TAGLE 002758	5/15/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002761	5/17/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002761	5/18/2024	$64	4:00P–9:00P	5.0			
Def. Ex. 258 – TAGLE 002763	5/19/2024	$64	7:00A–12:00P	5.0			
Def. Ex. 258 – TAGLE 002762	5/20/2024	$64	5:00A–10:00A	5.0			
Def. Ex. 258 – TAGLE 002764	5/21/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002765	5/22/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002765	5/23/2024	$78	4:00P–10:00P	6.0			
Def. Ex. 258 – TAGLE 002766	5/27/2024	$78	12:00P–6:00P	6.0			
Def. Ex. 258 – TAGLE 002767	5/29/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002767	5/31/2024	$119.59	2:00P–10:00P	8.0			
Def. Ex. 258 – TAGLE 002772	6/6/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002773	6/7/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002774	6/9/2024	$64	12:00P–5:00P	5.0			
Def. Ex. 258 – TAGLE 002775	6/10/2024	$64	5:00A–10:00A	5.0			
Def. Ex. 258 – TAGLE 002776	6/10/2024	$52	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002776	6/12/2024	$54	Not listed	4.0			
Def. Ex. 258 – TAGLE 002778	6/13/2024	$54	6:00P–10:00P	4.0			
Def. Ex. 258 – TAGLE 002779	6/14/2024	$54	6:00P–10:00P	4.0			

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
		No wage payouts listed as					
Def. Ex. 258 – TAGLE 002779	6/16/2024		7:00A-12:00P	5			
Def. Ex. 258 – TAGLE 002780	6/17/2024		5:00A-12P	7			
Def. Ex. 258 – TAGLE 002781-82	6/19/2024		12:00P–5:00P and 6:00P-10:00P	9			
Def. Ex. 258 – TAGLE 002783	6/20/2024		6:00P-10:30P	4.5			
Def. Ex. 258 – TAGLE 002784	6/21/2024		11:50A–5:10P	5.3			
Def. Ex. 258 – TAGLE 002784	6/22/2024		5:00A-11:10A	6.1			
Def. Ex. 258 – TAGLE 002785	6/23/2024		6:45A–12:10P	5.4			
Def. Ex. 258 – TAGLE 002785	6/24/2024		4:30A–10:03A	5.6			
Def. Ex. 258 – TAGLE 002786-7	6/26/2024		4:35A–10:00A and 6:00P–10:45P	10.1			
Def. Ex. 258 – TAGLE 002788	6/28/2024		5:30P-10:55P	5.4			
Def. Ex. 258 – TAGLE 002788	6/29/2024		4:45A–12:25P	7.7			
Def. Ex. 258 – TAGLE 002789	6/30/2024		6:45A–12:00P	5.25			
				76.35	**69.75** (Def. Ex. 164, p. 1)		**$1048.66** (Def. Ex. 320, p. R5071/TAGLE)
Def. Ex. 258 – TAGLE 002790	7/1/2024		4:40A–11:10A	6.5			
Def. Ex. 258 – TAGLE 002790	7/2/2024		11:00A-4:00P	5			
Def. Ex. 258 – TAGLE 002791	7/3/2024		4:00P-9:15P	5.2			
Def. Ex. 258 – TAGLE 002792	7/5/2024		6:00P–10:35P	4.6			
Def. Ex. 258 – TAGLE 002793	7/6/2024		4:25A-11:20A and 4:00P-9:25P	12.3			
Def. Ex. 258 – TAGLE 002794	7/7/2024		6:50A–12:10P	5.3			
Def. Ex. 258 - TAGLE 002794	7/8/2024		5:55P - 10:30P	4.6			
Def. Ex. 258 – TAGLE 002796	7/9/2024		4:00P-9:25P (est.)	5.5			
Def. Ex. 258 – TAGLE 002796	7/10/2024		6:00P–10:30P	4.5			
Def. Ex. 258 – TAGLE 002797	7/11/2024		11:00A–4:15P	5.25			
Def. Ex. 258 – TAGLE 002797	7/12/2024		6:00P–10:35P	4.6			
Def. Ex. 258 – TAGLE 002798	7/15/2024		4:30A–10:05A	5.6			

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
				69.95	**55.5 hours** (Def. Ex. 208, p. 20)	**$903.54** (Def. Ex. 258, R2893/ TAGLE 002803)	**$800.12** (Def. Ex. 320, p. R5014/TAGLE 005466)
No Drop in Messages	7/17/2024			0			
No Drop in Messages	7/18/2024			0			
Def. Ex. 258 – TAGLE 002801	7/19/2024		11:00A–4:12P	5.2			
Def. Ex. 258 – TAGLE 002802	7/20/2024		4:45A–11:45A	7.0			
Def. Ex. 258 – TAGLE 002803	7/21/2024		6:45A–12:15P	5.5			
No Drop in Messages	7/22/2024			0			
Def. Ex. 258 – TAGLE 002805	7/24/2024		4:00P–9:15P	5.25			
Def. Ex. 258 – TAGLE 002805-6	7/25/2024		10:00A–2:00P and 6:00P-10:20P	8.3			
Def. Ex. 258 – TAGLE 002807	7/26/2024		11:00A–4:00P	5.0			
Def. Ex. 258 – TAGLE 002807	7/28/2024		6:40A–12:00P	5.3			
Def. Ex. 258 – TAGLE 002808	7/29/2024		4:30A–11:05A	6.6			
Def. Ex. 258 – TAGLE 002809	7/31/2024		6:00P–10:15P	4.25			
				52.4	**73 hours** (Pltf. Ex. 347, p. TAGLE 002812, P1017)	**$1,188.44** (Pltf. Ex. 347, p. TAGLE_002812 , P1017)	**$888.23** (Def. Ex. 320, p. R5069/TAGLE 005521)
							$100.00 (Def. Ex. 320, p. R5070/TAGLE 005522)
							$50.00 (Def. Ex. 320, p. R5056/TAGLE 005508)

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
Def. Ex. 258 – TAGLE 002809	8/1/2024		4:05P–9:15P	5.25			
Def. Ex. 258 – TAGLE 002811	8/2/2024		4:30A–11:05A and 6:00P-10:10P	10.7			
Def. Ex. 258 – TAGLE 002813	8/3/2024		4:40A–11:25A	6.75			
No Drop in Messages	8/4/2024			0			
Def. Ex. 258 – TAGLE 002814	8/5/2024		4:30A–10:10A	5.75			
Def. Ex. 258 – TAGLE 002814	8/7/2024		6:00P–10:15P	4.25			
Def. Ex. 347 – TAGLE 002815	8/8/2024		6:00P–10:20P	4.25			
Def. Ex. 347 – TAGLE 002816	8/9/2024		11:00A–4:00P	5.0			
Def. Ex. 347 – TAGLE 002816	8/10/2024		4:30A–11:00A	6.5			
Def. Ex. 347 – TAGLE 002817	8/12/2024		4:40A–10:10A	5.5			
Def. Ex. 347 – TAGLE 002818-19	8/13/2024		4:45A–10:06A and 4:00p-9:20	10.6			
Def. Ex. 347 – TAGLE 002819	8/14/2024		6:00P–10:19P	4.3			
Def. Ex. 347 – TAGLE 002820	8/15/2024		6:00P–10:25P	4.4			
				73.25	**71 hours** (Pltf. Ex. 347, p. TAGLE_002821, P1026)	**$1,155.88** (Pltf. Ex. 347, p. TAGLE002821, P1026)	**$963.42** (Def. Ex. 320, p. R5073/TAGLE 005525)
Def. Ex. 347 – TAGLE 002821	8/16/2024		4:35A–11:15A	6.7			
Def. Ex. 332– TAGLE 002822-23	8/19/2024		4:30A– 10:15A and 6:00P-10:05P	9.85			
Def. Ex. 332 – TAGLE 002824	8/21/2024		4:40A– 10:10A	5.5			
Def. Ex. 332 – TAGLE 002824	8/22/2024		6:00P–10:25P	4.4			
Def. Ex. 349 – TAGLE 002825	8/23/2024		6:00P–10:30P	4.5			
Def. Ex. 349 – TAGLE 002825	8/24/2024		4:30A–11:00A	6.5			
Def. Ex. 349 – TAGLE 002826	8/26/2024		5:50P–10:05P	4.25			
Def. Ex. 349 – TAGLE 002826	8/28/2024		? in PM; forgot to send envelope so is unclear	?			

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
Def. Ex. 258 – TAGLE 002829	8/31/2024		4:40A–11:20A	6.7			
				48.4	**62 hours** (Pltf. Ex. 12, p. TAGLE_002945, P132)	**$993.08** (Def. Ex. 258, p. R2907, TAGLE 002831)	**$837.40** (Def. Ex. 320, p. R5073/TAGLE 005525)
Def. Ex. 258 – TAGLE 002829-30	9/1/2024		6:40A–12:00P and 12:30P–5:15P	10.05			
Def. Ex. 258 – TAGLE 002830	9/2/2024		4:37A–11:15A	6.67			
Def. Ex. 258 – TAGLE 002832	9/4/2024		6:00P–10:25P	4.4			
Def. Ex. 258 – TAGLE 002832	9/5/2024		4:00P–9:15P	5.25			
Def. Ex. 258 – TAGLE 002834	9/6/2024		6:00P–10:20P	4.3			
Def. Ex. 258 – TAGLE 002834	9/7/2024		4:35A–11:10A	6.6			
Def. Ex. 258 – TAGLE 002835	9/8/2024		6:35A–12:15P	5.7			
Def. Ex. 258 – TAGLE 002836	9/9/2024		4:00P–9:00P	5			
Def. Ex. 258 – TAGLE 002836	9/10/2024		6:00P–10:15P	4.25			
Def. Ex. 258 – TAGLE 002838	9/11/2024		6:00P–10:15P	4.25			
Def. Ex. 258 – TAGLE 002839	9/12/2024		4:50P–10:15P	5.4			
Def. Ex. 258 – TAGLE 002840	9/13/2024		5:00P–10:00P	5			
Def. Ex. 258 – TAGLE 002840	9/14/2024		4:35A–11:40A	7.1			
				73.97	**73** (Pltf. Ex. 370, p. TAGLE_006163/P 1074)	**$1,188.44** (Def. Ex. 258, p. R2918, TAGLE 002842)	**$988.23** (Def. Ex. 320, p. R5073/TAGLE 005525)
Def. Ex. 258 – TAGLE 002841	9/18/2024		6:00P–10:15P	4.25			
Def. Ex. 258 – TAGLE 002843	9/19/2024		5:50P–10:30P	4.7			
Def. Ex. 258 – TAGLE 002844	9/20/2024		6:00P–10:10P	4.2			
Def. Ex. 258 – TAGLE 002845	9/21/2024		4:45A–11:10A and 12:20–6P	12.1			
Def. Ex. 258 – TAGLE 002846	9/22/2024		6:35A–12:05P	5.5			
Def. Ex. 258 – TAGLE 002846	9/23/2024		6:00P–10:20P	4.3			

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
Def. Ex. 258 – TAGLE 002847	9/25/2024		6:00P–10:20P	4.3			
Def. Ex. 258 – TAGLE 002848	9/26/2024		4:00P–9:15P	5.3			
Def. Ex. 258 – TAGLE 002848	9/27/2024		6:00P–10:25P	4.4			
Def. Ex. 258 – TAGLE 002849	9/28/2024		11:00A–4:05P and 6:00P–10:30P	9.6			
Def. Ex. 258 – TAGLE 002850	9/30/2024		5:15P–10:15P	5			
				63.65		**$1,017.58** (Def. Ex. 258, p. R2928, TAGLE 002852)	**$856.48** (Def. Ex. 320, p. R5073/TAGLE 005525)
Def. Ex. 258 – TAGLE 002851	10/2/2024		5:40P–10:25P	4.75	5		
Def. Ex. 258 – TAGLE 002852	10/3/2024		4:00P–9:20P	5.33	5		
Def. Ex. 258 – TAGLE 002853	10/4/2024		6:00P–10:25P	4.4	4		
Def. Ex. 258 – TAGLE 002853-54	10/5/2024		4:35A–11:20A and 4:00P–9:20P	12.25	12		
Def. Ex. 258 – TAGLE 002855	10/7/2024		6:00P–10:25P	4.42	4		
Def. Ex. 258 – TAGLE 002855	10/9/2024		6:00P–10:30P	4.5	4.5		
Def. Ex. 258 – TAGLE 002856	10/10/2024		6:00P–10:20P	4.33	4		
Def. Ex. 258 – TAGLE 002857	10/11/2024		5:00P–10:25P	5.42	5.5		
Def. Ex. 258 – TAGLE 002857	10/12/2024		4:30A–11:25A	6.92	7		
Def. Ex. 258 – TAGLE 002859	10/14/2024		2:00P–6:00P	4	4		
				56.32	**55** (Def. Ex. 327, p. R5795, TAGLE 007508)	**$895.40** (Def. Ex. 258, p. R2940, TAGLE 002864)	**$761.01** (Def. Ex. 320 p. R5073/TAGLE 005525)
Def. Ex. 258 – TAGLE 002860	10/16/2024		6:00P–10:30P	4.5			
Def. Ex. 258 – TAGLE 002861	10/17/2024		6:00P–10:30P	4.5			
Def. Ex. 258 – TAGLE 002862	10/18/2024		6:00P–10:00P	4			
Def. Ex. 258 – TAGLE 002862	10/19/2024		11:00A–4:31P	5.52			
Def. Ex. 258 – TAGLE 002863	10/19/2024		5:00P–9:15P	4.25			

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
Def. Ex. 258 – TAGLE 002865	10/21/2024		6:00P–10:30P	4.5			
Def. Ex. 258 – TAGLE 002866	10/23/2024		6:00P–10:30P	4.5			
Def. Ex. 258 – TAGLE 002867	10/24/2024		6:00P–10:30P	4.5			
Def. Ex. 258 – TAGLE 002867	10/25/2024		5:45P–10:30P	4.75			
Def. Ex. 258 – TAGLE 002869	10/26/2024		4:00P–9:30P	5.5			
Def. Ex. 258 – TAGLE 002869	10/28/2024		3:00P–8:30P	5.5			
Def. Ex. 258 – TAGLE 002870	10/30/2024		3:00P–8:20P	5.33			
				52.85		**$944.24** (Def. Ex. 258, p. R2948, TAGLE 002873)	**$781.81** (Def. Ex. 320, p. R5073/TAGLE 005525)
Def. Ex. 258 – TAGLE 002870	11/1/2024		3:00P–8:20P	5.33			
Def. Ex. 258 – TAGLE 002871-72	11/2/2024		10:00A–4:00P and 6:00P–10:20P	10.33			
Def. Ex. 258 – TAGLE 002873	11/4/2024		3:00P–8:20P	5.33			
Def. Ex. 258 – TAGLE 002874	11/6/2024		3:00P–8:00P	5			
Def. Ex. 258 – TAGLE 002874	11/7/2024		3:00P–8:00P	5			
Def. Ex. 258 – TAGLE 002875	11/8/2024		3:00P–8:30P	5.5			
				36.49	**74.5 hours** (Def. Ex. 326, p. R5493, TAGLE_005946)		**$984.47** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - Nov 16-30	**$875.03** (Def. Ex. 320, p. R5034/TAGLE 005486)

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
						Sent - Dec 1-15	$905.80 (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - Dec 16-31	**$900.14** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - Jan 1-15	**$863.85** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - Jan 16-31	**$838.62** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - Feb 1-15	**$901.72** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - Feb 16-28	**$609.45** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - March 1-15	**$743.02** (Def. Ex. 320, p. R5034/TAGLE 005486)

JENNIFER MARTINEZ DROP ANALYSIS

Exhibit/Bates	Date	Payout Listed	Hours Written	Hours	Chart Pay Period Total Hours	Gross Wages Calculation	ApplePay
						Sent - March 16 31	**$800.25** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - April 1-15	**$749.38** (Def. Ex. 320, p. R5034/TAGLE 005486)
						Sent - April 16-30	**$812.98** (Def. Ex. 320, p. R5016/TAGLE 005468)
						Sent - May 1-15	**$793.89** (Def. Ex. 320, p. R5016/TAGLE 005468)
						Sent - May 16-31	**$958.19** (Def. Ex. 320, p. R5016/TAGLE 005468)
						Sent - June 1-15	**$641.26** (Def. Ex. 320, p. R5016/TAGLE 005468)

Appendix D

Exhibit/Bates	Date	Payout	Hours Written	Hours	Chart Payperiod Total Hours	Gross Wages Calc.	ApplePay
Def. Ex. 331, p. R5917/TAGLE 003550	5/25/2024	$160	4:00P–9:00P	5			
Def. Ex. 331, p. R5918/TAGLE 003551	5/27/2024	$85	5:00A–12:00P	7			
Def. Ex. 331, p. R5919/TAGLE 003552	5/29/2024	$60	No drop				
Def. Ex. 331, p. R5920/TAGLE 003553	5/30/2024	$60	6:00P–10:00P	4			
Def. Ex. 331, p. R5921/TAGLE 003554	6/5/2024	$60	6:00P–10:00P	4			
Def. Ex. 331, p. R5922/TAGLE 003555	6/6/2024	$60	5:00P–10:00P	5			
Def. Ex. 331, p. R5922/TAGLE 003555	6/10/2024	$85	10:50A–5:00P	6.2			
Def. Ex. 331, p. R5923/TAGLE 003556	6/13/2024	$52	6:00P–10:00P	4			
Def. Ex. 331, p. R5924/TAGLE 003557	6/13/2024	$52	6:00P–10:00P	4			
Def. Ex. 331, p. R5924/TAGLE 003557	6/15/2024	**No wage payouts listed on or after 6/15/24**	11:00A–4:00P	5			
				28.2			
Def. Ex. 331, p. R5925/TAGLE 003558	6/16/2024		12:00P–5:00P	5			
Def. Ex. 331, p. R5926/TAGLE 003559-60	6/17/2024		Not listed				
Def. Ex. 331, p. R5927/TAGLE 003560	6/18/2024		3:00P–10:00P	7			
Def. Ex. 331, p. R5928/TAGLE 003561	6/21/2024		6:00P–10:00P	4			
Def. Ex. 331, p. R5929/TAGLE 003562	6/23/2024		12:00P–5:00P	5			

Def. Ex. 331, p. R5929/TAGLE 003562	6/24/2024		10:58A–4:13P	5.3			
Def. Ex. 331, p. R5930/TAGLE 003563	6/25/2024		4:02P-9:02P	5			
Def. Ex. 331, p. R5931/TAGLE 003564	6/27/2024		6:02P-10:06P	4			
Def. Ex. 331, p. R5932/TAGLE 003565	6/30/2024		11:58A–5:04P	5.1			
				40.4	**46 hours** (Def. Ex. 164, p. R 1529)		**$691.59** (Def. Ex. 320, p. R4567/TAGLE 005019)
Def. Ex. 331, p. R5933/TAGLE 003566	7/5/2024		4:00P–8:54P	4.9	5		
Def. Ex. 331, p. R5933/TAGLE 003566	7/7/2024		7:04A–11:52A	4.8	5		
Def. Ex. 331, p. R5935/TAGLE 003568	7/7/2024		12:02P–5:04P	5	5		
Def. Ex. 331, p. R5935/TAGLE 003568	7/11/2024		4:02P–8:58P	4.9	6		
Def. Ex. 331, p. R5936/TAGLE 003569	7/12/2024		2:57P–8:58P	6	0		
Def. Ex. 331, p. R5937/TAGLE 003570	7/15/2024		3:51P–8:59P	5.1	5		
				30.7	**26 hours** (Pltf. Ex. 295, p. P878/TAGLE 003940)	**$423.29** (Def. Ex. 331, TAGLE 003572)	
Def. Ex. 331, p. R5937/TAGLE 003570	7/20/2024		4:54P–11:07P and 3:58P–8:58P	11.2			
Def. Ex. 331, p. R5939/TAGLE 003572	7/22/2024		12:06P–5:04P and 6:05P–10:02P	8.9			
Def. Ex. 331, p. R5941/TAGLE 003574	7/26/2024 (updated drop)		2:22P–9:55P	7.5			

				27.6	**27.5 hours** (Pltf. Ex. 347, p. P1017, TAGLE 002812)	**$447.70** (Def. Ex. 331, TAGLE 003576; Pltf. Ex. 347, R1017, TAGLE 002812)	**$394.86** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5941/TAGLE 003574	8/3/2024		11:00A–3:11P	4.2			
Def. Ex. 331, p. R5942/TAGLE 003575	8/4/2024		7:12A–12:25P and 12:38P–5:08P	9.7			
Def. Ex. 331, p. R5944/TAGLE 003577	8/10/2024		11:02A–4:02P	5			
Def. Ex. 331, p. R5944/TAGLE 003577	8/12/2024		5:04P–11:04P	6			
Def. Ex. 331, p. R5945/TAGLE 003578	8/15/2024		4:01P–10:12P	6.2			
				31.1	**26 hours** (Pltf. Ex. 347, p. P1026/TAGLE 002821)	**$423.28** (Def. Ex. 331, TAGLE 003580)	**$388.66** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5946/TAGLE 003579	8/17/2024		5:08A–11:04A	6			
Def. Ex. 331, p. R5947/TAGLE 003580	8/17/2024		11:23A–4:50P	5.5	12		
Def. Ex. 331, p. R5948/TAGLE 003581	8/18/2024		7:04A–11:52A	4.8			
Def. Ex. 331, p. R5949/TAGLE 003582	8/18/2024		12:17P–4:50P	4.6	10		
Def. Ex. 331, p. R5949/TAGLE 003582	8/19/2024		4:54P–11:34P	6.7	0		
Def. Ex. 331, p. R5950/TAGLE 003583	8/21/2024		5:56P–10:01P	4.1	4		
Def. Ex. 331, p. R5953/TAGLE 003586	8/24/2024		Unclear		10		
Def. Ex. 331, p. R5954/TAGLE 003587	8/25/2024		7:04A–12:05P	5	5		

Def. Ex. 331, p. R5955/TAGLE 003588	8/26/2024		5:18P–10:54P	5.6	6		
Def. Ex. 331, p. R5955/TAGLE 003588	8/27/2024		4:59P–10:05P	5.1	5.5		
Def. Ex. 331, p. R5956/TAGLE 003589	8/28/2024		5:12P-9:43P (est.)	4.5	5		
Def. Ex. 331, p. R5956/TAGLE 003589	8/30/2024		5:00P–10:00P	5	5		
				56.9	**72.5** (Pltf. Ex. 12, P132/ TAGLE 002945)	**$1,180.38** (Def. Ex. 331, TAGLE 003592)	**$982.02** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5960/TAGLE 003593	9/4/2024		5:06P–9:12P	4.1	4		
Def. Ex. 331, p. R5960/TAGLE 003594	9/5/2024		6:09P-10:00P	3.9	4		
Def. Ex. 331, p. R5961/TAGLE 003594	9/11/2024		4:58-10:10	5.2	5		
Def. Ex. 331, p. R5962/TAGLE 003595	9/13/2024		4:54P–11:04P	6.2	6		
				19.4	**24.5** (Pltf. Ex. 370, p. P1074 / TAGLE 006163)	**$398.86** (Def. Ex. 331, TAGLE 003592)	**$366.24** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5963/TAGLE 003596	9/17/2024		10:02A–2:00P	4			
Def. Ex. 331, p. R5963/TAGLE 003596	9/18/2024		4:46P–10:10P	5.4			
Def. Ex. 331, p. R5964/TAGLE 003597	9/19/2024		2:00P–5:28P	3.5			
Def. Ex. 331, p. R5964/TAGLE 003597	9/19/2024		6:20P–9:58P	3.6			
Def. Ex. 331, p. R5966/TAGLE 003599	9/22/2024		7:04A–12:48P	5.7			

Def. Ex. 331, p. R5966/TAGLE 003599	9/23/2024		4:00P–9:00P	5			
Def. Ex. 331, p. R5967/TAGLE 003600	9/29/2024		6:58A–12:32P	5.6			
Def. Ex. 331, p. R5967/TAGLE 003600	9/30/2024		3:52P–9:04P	5.2			
				38		**$545.20** (Def. Ex. 331, TAGLE 003603)	**$481.00** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5968/TAGLE 003601	10/1/2024		9:52A–2:00P	4.1	4		
Def. Ex. 331, p. R5969/TAGLE 003602	10/4/2024		5:05A–10:04A	5	5		
Def. Ex. 331, p. R5970/TAGLE 003603	10/7/2024		2:00P–6:00P	4	4		
Def. Ex. 331, p. R5971/TAGLE 003604	10/8/2024		10:26A–2:17P	3.9	3.5		
Def. Ex. 331, p. R5972/TAGLE 003605	10/9/2024		4:52A–11:07A	6.3	6		
Def. Ex. 331, p. R5973/TAGLE 003606	10/10/2024		6:00P–10:00P	4	0		
Def. Ex. 331, p. R5973/TAGLE 003606	10/12/2024		11:56A–4:40P	4.7	4.5		
Def. Ex. 331, p. R5976/TAGLE 003609	10/14/2024		10:00A–2:04P	4.1	4		
Def. Ex. 331, p. R5977/TAGLE 003610	10/15/2024		5:04A–11:03A	6	6		
				42.1	**43** (Def. Ex. 327, p. R5795/ TAGLE 007508)	**$706.04** (Def. Ex. 331, TAGLE 003612)	**$608.25** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5978/TAGLE 003611	10/19/2024		10:45A–5:10P	6.4			
Def. Ex. 331, p. R5978/TAGLE 003611	10/20/2024		7:04A–12:08P	5.1			

Def. Ex. 331, p. R5980/TAGLE 003613	10/22/2024		9:52A–2:10P	4.3			
Def. Ex. 331, p. R5980/TAGLE 003613	10/24/2024		5:54P–10:07P	4.2			
Def. Ex. 331, p. R5981/TAGLE 003614	10/26/2024		1:09P–4:00P	2.9			
Def. Ex. 331, p. R5982/TAGLE 003615	10/27/2024		7:00A–11:21A	4.4			
Def. Ex. 331, p. R5986/TAGLE 003619	10/31/2024		2:54P–8:05P	5.2			
				32.5		**$675.62** (Def. Ex. 331, TAGLE 003622)	**$576.69** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5986/TAGLE 003619	11/1/2024		9:58A–3:00P	5			
Def. Ex. 331, p. R5987/TAGLE 003620	11/2/2024		5A-10A	5			
Def. Ex. 331, p. R5988/TAGLE 003621	11/3/2024		7:04A–12:46P	5.7			
Def. Ex. 331, p. R5989/TAGLE 003622	11/5/2024		12:55P–5:02P	4.1			
Def. Ex. 331, p. R5990/TAGLE 003623	11/7/2024		5:00P–10:04P	5.1			
Def. Ex. 331, p. R5990/TAGLE 003623	11/7/2024		5:00A-10:00A	5			
Def. Ex. 331, p. R5991/TAGLE 003624	11/9/2024		2:52P–5:00P	2.1			
Def. Ex. 331, p. R5992/TAGLE 003625	11/10/2024		7:04A–12:15P	5.2			
Def. Ex. 331, p. R5992/TAGLE 003625	11/10/2024		1:09P–5:00P	3.9			
Def. Ex. 331, p. R5993/TAGLE 003626	11/11/2024		4:58P–10:32P	5.6			
Def. Ex. 331, p. R5994/TAGLE 003627	11/12/2024		4:57A–10:00A	5.1			

Def. Ex. 331, p. R5994/TAGLE 003627	11/12/2024		10:50A–5:02P	6.2			
Def. Ex. 331, p. R5995/TAGLE 003628	11/15/2024		5:00P–10:00P	5			
				63	**63** Def. Ex. 326, p. R5493, TAGLE_005946	**$1,025.64** (Def. Ex. 331, TAGLE 003631)	**$843.96** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R5996/TAGLE 003629	11/16/2024		10:05A–4:58P	6.9	7		
Def. Ex. 331, p. R5996/TAGLE 003629	11/19/2024		5:06P–10:00P	4.9	5		
Def. Ex. 331, p. R5998/TAGLE 003631	11/21/2024		10:06A–3:00P	4.9	5		
Def. Ex. 331, p. R5999/TAGLE 003632	11/23/2024		5:12P–10:05P	4.9	5		
Def. Ex. 331, p. R6000/TAGLE 003633	11/25/2024		10:10A–4:00P	5.8	6		
Def. Ex. 331, p. R6001/TAGLE 003634	11/26/2024		11:00A–5:00P	6	4		
Def. Ex. 331, p. R6001/TAGLE 003634	11/29/2024		10:04A–3:05P	5	5		
				38.4	**37** (Pltf. Ex. 15, p. P138)	**$402.76** (Def. Ex. 331, TAGLE 003640)	**$520.16** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R6002/TAGLE 003635	12/1/2024		7:00A–11:42A	4.7			
Def. Ex. 331, p. R6003/TAGLE 003636	12/1/2024		12:01P–5:00P	5			
Def. Ex. 331, p. R6004/TAGLE 003637	12/2/2024		11:11A–3:00P	3.8			
Def. Ex. 331, p. R6007/TAGLE 003640	12/3/2024		10:23A–3:07P	4.7			

Def. Ex. 331, p. R6008/TAGLE 003641	12/7/2024		10:26A–3:25P	5			
Def. Ex. 331, p. R6009/TAGLE 003642	12/8/2024		6:51A–12:05P	5.2			
Def. Ex. 331, p. R6011/TAGLE 003644	12/11/2024		4:44A–10:05A	5.4			
Def. Ex. 331, p. R6012/TAGLE 003645	12/12/2024		4:45P–10:40P	5.9			
Def. Ex. 331, p. R6013/TAGLE 003646	12/13/2024		4:45A–10:00A	5.3			
Def. Ex. 331, p. R6014/TAGLE 003647	12/14/2024		5:00A–9:48A	4.8			
				49.8		**$968.66** (Def. Ex. 331, TAGLE 003648)	**$800.44** (Def. Ex. 320, p. R4558/TAGLE 005010)
Def. Ex. 331, p. R6015/TAGLE 003648	12/18/2024		4:40P–9:55P	5.3			
Def. Ex. 331, p. R6018/TAGLE 003651	12/21/2024		4:50A–9:55A	5.1			
Def. Ex. 331, p. R6018/TAGLE 003651	12/24/2024		9:54A–3:01P	5.1			
Def. Ex. 331, p. R6019/TAGLE 003652	12/26/2024		4:55A–10:00A	5.1			
Def. Ex. 331, p. R6020/TAGLE 003653-4	12/31/2024		4:45A–10:00A and 10:10A–5:00P	12.1			
				32.7	**36 hours** (Def. Ex. 331, p. R6022/TAGLE 003655)	**$586.08** (Def. Ex. 331, TAGLE 003655-6)	**$505.35** (Def. Ex. 320, p. R4507/TAGLE 004959)
Def. Ex. 331, p. R6022/TAGLE 003655	1/3/2025		5:05A–10:00A	4.9			
Def. Ex. 331, p. R6023/TAGLE 003656	1/4/2025		2:50P–9:00P (est.)	6.2			

Def. Ex. 331, p. R6024/TAGLE 003657	1/7/2025		4:55A–10:00A	5.1			
Def. Ex. 331, p. R6025/TAGLE 003658	1/8/2025		4:55A–10:00A	5.1			
Def. Ex. 331, p. R6025/TAGLE 003658	1/10/2025		5:00A–10:00A	5			
Def. Ex. 331, p. R6026/TAGLE 003659	1/11/2025		9:30A–3:10P	5.7			
Def. Ex. 331, p. R6027/TAGLE 003660	1/15/2025		4:55A–10:05A	5.2			
				37.2		**$591.43** (Def. Ex. 331, TAGLE 003663)	**$510.69** (Def. Ex. 320, p. R4505/TAGLE 004957)
Def. Ex. 331, p. R6028/TAGLE 003661	1/16/2025		4:45A–10:45A	6			
Def. Ex. 331, p. R6028/TAGLE 003661	1/17/2025		5:00A–10:12A	5.2			
Def. Ex. 331, p. R6029/TAGLE 003662	1/18/2025		10:00A–3:00P	5			
Def. Ex. 331, p. R6030/TAGLE 003663	1/18/2025		3:42P–8:00P	4.3			
Def. Ex. 331, p. R6031/TAGLE 003664	1/22/2025		9:53A–3:00P	5.1			
Def. Ex. 331, p. R6032/TAGLE 003665	1/23/2025		4:58A–10:00A	5			
Def. Ex. 331, p. R6032/TAGLE 003665	1/24/2025		5:00A–10:00A	5			
Def. Ex. 331, p. R6033/TAGLE 003666	1/25/2025		10:02A–3:14P	5.2			
Def. Ex. 331, p. R6034/TAGLE 003667	1/28/2025		4:56A–10:00A	5.1			
Def. Ex. 331, p. R6035/TAGLE 003668	1/30/2025		5:00A–10:00A	5			

				44.9		**$857.99** (Def. Ex. 331, TAGLE 003668)	**$712.42** (Def. Ex. 320, p. R4495, TAGLE 004947)
Def. Ex. 331, p. R6036/TAGLE 003669	2/5/2025		4:55A-10:10A	5.25			
							$428.57 (Def. Ex. 320, p. R4494, TAGLE 004946) Feb 1 - Feb 15 sent 2/20/2025
							$453.15 (Def. Ex. 320, p. R4492, TAGLE 004944) Feb 16 - Feb 28 sent 3/5/2025
							$692.12 (Def. Ex. 320, p. R4492, TAGLE 004944) March 1-15 sent 3/18/2025

							$793.89 (Def. Ex. 320, p. R4492, TAGLE 004944) March 16-31 sent 4/4/2025
							$704.85 (Def. Ex. 320, p. R4492, TAGLE 004944) April 1-15 sent 4/20/2025
Def. Ex. 328, p. R5888/TAGLE 007616	4/30/2025		N/A	N/A			
						$916.30 (Def. Ex. 328, p. R5892, TAGLE 007620)	**$762.09** (Def. Ex. 320, p. R4491, TAGLE 004943) April 16-30 sent 5/6/2025
Def. Ex. 328, p. R5889-90/TAGLE 007617-18	5/1/2025		5:00A-10:00A; 10:00A-2:00P	9			
Def. Ex. 328, p. R5891/TAGLE 007619	5/3/2025		3:00P-8:00P	5			
Def. Ex. 328, p. R5893-94/TAGLE 007621-22	5/7/2025		5:00A-10:00A; 10:30A-3:00P	9.5			
Def. Ex. 328, p. R5895/TAGLE 007623	5/8/2025		5:00A-10:00A; 10:20A-3:00P	9.67			

							$781.17 (Def. Ex. 320, p. R4491, TAGLE 004943) May 1-15 sent 5/18/2025
Def. Ex. 328, p. R5897/TAGLE 007625	5/22/2025		5:00A-10:00A	5			
Def. Ex. 328, p. R5898/TAGLE 007626	5/24/2025		5:00A-10:15A	5.25			
							$353.18 (Def. Ex. 320, p. R4491, TAGLE 004943) May 16-31 sent 6/4/2025
							$431.57 (Def. Ex. 320, p. R4491, TAGLE 004943) June 1-15 sent 6/18/2025

Appendix E

Derivation of Alleged Classwide Minimum Wage Damages and Pre-Judgment Interest
July 15, 2021 - June 10, 2025

Input Options

	Bothell	Everett	Edmonds	Lynnwood	Seattle	Total
1. Number of Days that the Location is Closed per Year (7/15/2021 - 6/30/2024):	21	21	21	21	21	
2. Total Number of Class Members:						108
3. Total Number of Opt-Outs:						38

Description	Bothell	Everett	Edmonds	Lynnwood	Seattle	Total
1. 7/15/2021 - 6/30/2024						
a. First Date	7/15/2021	7/1/2022	7/15/2021	12/1/2022	7/15/2021	7/15/2021
b. Last Date	6/30/2024	6/30/2024	6/30/2024	6/30/2024	6/30/2024	6/30/2024
c. Number of Days of Operation	1,020	689	1,020	545	1,020	4,294
d. Number of Hours of Operation [1c x 16 Hours]	16,320	11,024	16,320	8,720	16,320	68,704
e. Average Interest Rate at 12% Simple per Annum						43.0%
f. Total Paid*						$ 810,070.50
g. Total Owed**	$ 246,220.99	$ 166,319.86	$ 246,220.99	$ 131,559.25	$ 263,363.62	$ 1,053,684.71
h. Principal Damages [1g - 1f]						$ 243,614.21
[illegible]						[illegible]
i. Pre-Judgment Interest [1e x 1h]						$ 104,729.10
[illegible]						[illegible]
j. Subtotal [1h + 1i]						**$ 348,343.31**
[illegible]						[illegible]
2. 7/1/2024 - 6/10/2025* **						
a. Principal Damages					$ 12,590.56	$ 12,590.56
[illegible]					[illegible]	[illegible]
b. Pre-Judgment Interest					$ 2,461.23	$ 2,461.23
[illegible]					[illegible]	[illegible]
c. Subtotal [2a + 2b]					**$ 15,051.79**	**$ 15,051.79**
[illegible]					$ 9,578.41	$ 9,578.41
3. Grand Total (7/15/2021 - 6/10/2025) [1j + 2c]						**$ 363,395.11**
a. Adjusted Total [1j(i) + 2c(i)]						[illegible]
4. Pre-Judgment Interest for Each Day After 8/14/2026 [(1 / 365.25) x (1h + 2a) x 12%]						**$ 84.17**
a. Adjusted Pre-Judgment Interest for Each Day After 8/14/2026 [(1 / 365.25) x (1h(i) + 2a(i)) x 12%]						[illegible]

* The W2s are used to determine the total amount paid for each of those years. For 2021 and 2024, the amount is prorated to account for the number of days analyzed (7/15/2021 through 12/31/2021 and 1/1/2024 through 6/30/2024, respectively).

** The WA minimum wage is used for the Bothell, Everett, Edmonds, and Lynnwood locations. The Seattle minimum wage is used for the Seattle location.

*** During this period of time, class members working at the Seattle location allegedly were paid the WA minimum wage when they should have been paid the Seattle minimum wage.

Derivation of Alleged Classwide Unpaid Time and Tip Conversion
July 15, 2021 - June 10, 2025

Input Options

	Bothell	Everett	Edmonds	Lynnwood	Seattle	Total
1. Number of Shifts per Stand per Day:						
(i) Monday - Friday	4	3	3	4	3	
(ii) Saturday	4	3	3	4	3	
(iii) Sunday	3	2	1	2	2	
2. Number of Minutes Off-the-Clock per Shift:						
(i) Opening Shift	25.0	25.0	25.0	25.0	40.0	
(ii) Closing Shift	25.0	25.0	25.0	25.0	35.0	
(iii) Neither Opening Nor Closing Shift	15.0	15.0	15.0	15.0	20.0	
3. Number of Days that the Location is Closed per Year:	21	21	21	21	21	
4. Per-Shift Amount Lost in Tips:	$30.00	$30.00	$30.00	$30.00	$30.00	
5. Total Number of Class Members:						108
6. Total Number of Opt-Outs:						38

Description	Bothell	Everett	Edmonds	Lynnwood	Seattle	Total
1. Summary of Data						
a. First Date	7/15/2021	7/1/2022	7/15/2021	12/1/2022	7/15/2021	7/15/2021
b. Last Date	6/10/2025	6/10/2025	6/10/2025	6/10/2025	6/10/2025	6/10/2025
c. Number of Days of Operation Assuming 1+ Shift on Each Day of the Week	1,345	1,014	1,345	870	1,345	5,919
(i) Monday-Friday	960	724	960	621	960	4,227
(ii) Saturday	192	145	192	124	192	846
(iii) Sunday	192	145	192	124	192	846
d. Number of Shifts	5,188	2,897	3,650	3,231	3,843	18,809
(i) Monday-Friday [Input 1(i) x 1c(i)]	3,842	2,172	2,881	2,485	2,881	14,262
(ii) Saturday [Input 1(ii) x 1c(ii)]	769	435	577	497	577	2,855
(iii) Sunday [Input 1(iii) x 1c(iii)]	577	290	192	249	385	1,692
e. Average Applicable Minimum Wage	$ 15.42	$ 15.42	$ 15.42	$ 15.42	$ 16.80	$ 15.70
f. Average Interest Rate at 12% Simple per Annum	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%
2. Off-the-Clock Time						
a. Number of Off-the-Clock Occurrences [2a(i) + 2a(ii) + 2a(iii)]	5,188	2,897	3,843	3,231	3,843	19,001
(i) Opening Shift [1c]	1,345	1,014	1,345	870	1,345	5,919
(ii) Closing Shift [1c]	1,345	1,014	1,345	870	1,345	5,919
(iii) Neither Opening Nor Closing Shift [Based on Input 1]	2,498	869	1,153	1,491	1,153	7,163
b. Number of Hours of Off-the-Clock Time [2b(i) + 2b(ii) + 2b(iii)]	1,745.26	1,062.26	1,409.01	1,097.81	2,065.49	7,380
(i) Opening Shift [(Input 2(i) x 2a(i)) / 60 Minutes]	560.42	422.50	560.42	362.50	896.67	2,803
(ii) Closing Shift [(Input 2(ii) x 2a(ii)) / 60 Minutes]	560.42	422.50	560.42	362.50	784.58	2,690
(iii) Neither Opening Nor Closing Shift [(Input 2(iii) x 2a(iii)) / 60 Minutes]	624.43	217.26	288.18	372.81	384.24	1,887
c. Principal Damages [1e x 2b]	$ 26,909.10	$ 16,378.31	$ 21,724.67	$ 16,926.48	$ 34,705.33	$ 116,643.88
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
d. Pre-Judgment Interest [1f x 2c]	$ 10,043.12	$ 6,112.77	$ 8,108.17	$ 6,317.36	$ 12,952.85	$ 43,534.27
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
e. Total [2c + 2d]	**$ 36,952.21**	**$ 22,491.08**	**$ 29,832.84**	**$ 23,243.84**	**$ 47,658.18**	**$ 160,178.15**
f. Adjusted Total [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
g. Pre-Judgment Interest for Each Day After 8/14/2026 [(1 / 365.25) x 2c x 12%]	$ 8.84	$ 5.38	$ 7.14	$ 5.56	$ 11.40	$ 38.32
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Econ One
8/24/2026

Derivation of Alleged Classwide Sick Pay Damages
July 15, 2021 - June 10, 2025

Input Options

	Bothell	Everett	Edmonds	Lynnwood	Seattle	Total
1. Number of Days that the Location is Closed per Year:	21	21	21	21	21	
2. Total Number of Class Members:						108
3. Total Number of Opt-Outs and Non-Qualifying Class Members:						38

Description	Bothell	Everett	Edmonds	Lynnwood	Seattle	Total
a. First Date	7/15/2021	7/1/2022	7/15/2021	12/1/2022	7/15/2021	7/15/2021
b. Last Date	6/10/2025	6/10/2025	6/10/2025	6/10/2025	6/10/2025	6/10/2025
c. Number of Days of Operation	1,345	1,014	1,345	870	1,345	5,919
d. Number of Hours of Operation [c x 16 Hours]	21,520	16,224	21,520	13,920	21,520	94,704
e. Number of Sick Hours Accrued [d / 40 Hours]	538	405	538	348	538	2,367
f. Principal Damages [Contemporaneous Minimum Wage x e]	$ 8,282.66	$ 6,244.32	$ 8,282.66	$ 5,357.55	$ 9,025.39	$ 37,192.58
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
g. Pre-Judgment Interest at 12% Simple per Annum	$ 3,025.14	$ 2,280.67	$ 3,025.14	$ 1,956.78	$ 3,272.48	$ 13,560.22
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
h. Grand Total [f + g]	**$ 11,307.80**	**$ 8,524.99**	**$ 11,307.80**	**$ 7,314.34**	**$ 12,297.87**	**$ 50,752.80**
i. Adjusted Total [f(i) + g(i)]	$ 7,329.13	$ 5,525.46	$ 7,329.13	$ 4,740.78	$ 7,970.84	$ [illegible]
j. Pre-Judgment Interest for Each Day After 8/14/2026 [(1 / 365.25) x 1f x 12%]	$ 2.72	$ 2.05	$ 2.72	$ 1.76	$ 2.97	$ 12.22
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]