

**LIDMAN LAW, APC**

1 Scott M. Lidman (SBN 199433)  
slidman@lidmanlaw.com  
2 Elizabeth Nguyen (SBN 238571)  
enguyen@lidmanlaw.com  
3 Milan Moore (SBN 308095)  
mmoore@lidmanlaw.com  
4 2155 Campus Drive, Suite 150  
El Segundo, California 90245  
5 Tel: (424) 322-4772  
Fax: (424) 322-4775

6 Attorneys for Plaintiffs  
7 CESAR NAVARRO and  
JOSE ZUNIGA  
8

**O'HAGAN MEYER**

9 Clint D. Robison (SBN 158834)  
crobison@ohaganmeyer.com  
10 Vickie V. Grasu (SBN 224278)  
vgrasu@ohaganmeyer.com  
11 21550 Oxnard Street, Suite 1050  
Woodland Hills, CA 91367  
12 Tel: (213) 306-1610  
13 Fax: (213)306-1615

14 Attorneys for Defendant  
TRI-STAR WINDOW COVERINGS, INC.

15 Additional Counsel Listed on Next Page

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF LOS ANGELES

19 CESAR NAVARRO, as an individual, JOSE  
20 ZUNIGA, as an individual, and on behalf of all  
21 others similarly situated,

22 Plaintiffs,

23 vs.

24 TRI-STAR WINDOW COVERINGS, INC., a  
California Corporation; and DOES 1 through 100,  
25 inclusive,

26 Defendants.

CASE NO. BC697813

**ADDENDUM TO STIPULATION OF  
SETTLEMENT**

Dept: SS10  
Judge: Hon. William F. Highberger

Complaint Filed: March 13, 2018

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)

3 phaines@haineslawgroup.com

4 2155 Campus Drive, Suite 180

5 El Segundo, California 90245

6 Tel: (424) 292-2350

7 Fax: (424) 292-2355

8 Attorneys for Plaintiffs

9 CESAR NAVARRO and

10 JOSE ZUNIGA

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**ADDENDUM TO STIPULATION OF SETTLEMENT**

IT IS HEREBY STIPULATED, by and between Plaintiffs CESAR NAVARRO and JOSE ZUNIGA, on behalf of themselves and the Settlement Class Members, on the one hand, and Defendant TRI-STAR WINDOW COVERINGS, INC., on the other hand, and subject to the approval of the Court, through their respective counsel of record, hereby agree to be bound by the terms set forth in this Addendum to Stipulation of Settlement, which is intended to replace and supersede **Paragraphs 2 and 10.F** as set forth below. In addition, Exhibits A and B attached hereto, are intended to replace and supersede Exhibits A and B attached to the Stipulation of Settlement. Terms used herein shall have the same meaning as in the Stipulation of Settlement unless defined differently in this Addendum. This Addendum is being made in accordance with Paragraph 14 of the Parties’ Stipulation of Settlement.

The Stipulation of Settlement shall be modified as follows:

**Paragraph 2 now reads as follows:**

2.a. **Amendment to Complaint.** In connection with mediation and the Parties’ continued settlement discussions, Defendant provided Plaintiffs with time punch and pay data and other information relating to the members of the Settlement Class. That information was analyzed by Plaintiffs, and the Parties negotiated this Settlement with the intention of resolving not only the claims asserted in the First Amended Complaint, but also a claim for failure to timely pay all wages upon separation of employment under Labor Code 203. Therefore, as a material term and condition of this Settlement, the Parties agree to stipulate, for settlement purposes only, and subject to Court approval that Plaintiffs be granted leave to file a Second Amended Complaint to add a cause of action for failure to provide timely wages upon separation of employment pursuant to Labor Code section 203. Defendant shall cooperate, as necessary, to stipulate to and/or otherwise effectuate the filing of the Second Amended Complaint. Defendant shall cooperate, as necessary, to with respect to Plaintiffs sending a letter to the Labor & Workforce Development Agency asserting claims based on the allegations asserted

1 in the Second Amended Complaint in the Action. This Settlement is expressly conditioned upon the  
2 Court granting leave to file the Second Amended Complaint. If the Court denies preliminary or final  
3 approval of this settlement for any reason, then the Second Amended Complaint shall be stricken and  
4 the pleadings in this Lawsuit shall be restored as if no settlement was reached by the parties. The  
5 Proposed Second Amended Complaint is attached to this Settlement as **Exhibit A**. If the Court grants  
6 preliminary approval and leave for Plaintiffs to file the Second Amended Complaint, Defendant is not  
7 required to file an answer to the Second Amended Complaint.

8       2.b.     **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of  
9 the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of  
10 its past and present officers, directors, shareholders, employees, agents, principals, heirs, beneficiaries,  
11 partners, owners, assigns and trusts representatives, accountants, auditors, consultants, and its respective  
12 successors and predecessors in interest, parent corporate entities, subsidiaries, affiliates, parents,  
13 fiduciaries, insurers, and attorneys (collectively the “Released Parties”), as follows:

14       Settlement Class members will release all claims, demands, rights, liabilities and causes of action  
15 that were pled in any of the Complaints in the Action, or which could have been pled in any of the  
16 Complaints in the Action based on the factual allegations therein, that arose during the Class Period,  
17 with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all  
18 minimum wages owed; (c) failure to pay all wages at the agreed-upon rate; (d) failure to provide meal  
19 periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit rest periods,  
20 or premium pay for non-complaint rest periods; (f) failure to reimburse necessary business expenses;  
21 (g) failure to provide accurate, itemized wage statements; (h) failure to timely pay all wages upon  
22 separation of employment; (i) all claims for unfair business practices that could have been premised on  
23 the facts, claims, causes of action or legal theories described above; and (j) a claim under California  
24 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims,  
25 causes of action or legal theories described above (collectively, “Released Claims”). The time period  
26 of the Release shall be the same as Class Period. The Release shall be null and void if the Settlement is

1 not fully funded.

2 **Paragraph 10.F now reads as follows:**

3 Approving the form and content of the Notice Packet (which is comprised of the Class Notice  
4 and Notice of Settlement Award, drafts of which are attached hereto as Exhibits B and C, respectively),  
5 and directing the mailing of same;

6 **STIPULATED, AGREED, AND ACCEPTED.**

7 **O'HAGAN MEYER**  
8 Counsel for Defendant

9 Print Name: Vickie V. Grasu

Date: 09/03/2020

10 Signature: 

11 **LIDMAN LAW, APC**  
12 Counsel for Plaintiffs

13 Print Name: Scott M. Lidman


Date: 09/03/2020

14 Signature: 

15 **HAINES LAW GROUP, APC**  
16 Counsel for Plaintiffs

17  
18 Print Name: Paul K. Haines

Date: 09/03/2020

19 Signature: 

**EXHIBIT A**

**EXHIBIT A**

1 **LIDMAN LAW, APC**  
2 Scott M. Lidman (SBN 199433)  
3 slidman@lidmanlaw.com  
4 Elizabeth Nguyen (SBN 238571)  
5 enguyen@lidmanlaw.com  
6 Milan Moore (SBN 308095)  
7 mmoore@lidmanlaw.com  
8 2155 Campus Drive, Suite 150  
9 El Segundo, California 90245  
10 Tel: (424) 322-4772  
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17 phaines@haineslawgroup.com  
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23 CESAR NAVARRO and  
24 JOSE ZUNIGA

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

26 **FOR THE COUNTY OF LOS ANGELES**

27 CESAR NAVARRO, as an individual, JOSE  
28 ZUNIGA, as an individual, and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

TRI-STAR WINDOW COVERINGS, INC., a  
California Corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. BC697813

**SECOND AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- (3) **FAILURE TO PAY ALL WAGES AT THE AGREED-UPON RATE (LABOR CODE §§ 221-223);**
- (4) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, AND 558);**

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- (5) **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);**
- (6) **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);**
- (7) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 *et seq.*);**
- (8) **FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION (LABOR CODE § 201-203);**
- (9) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and**
- (10) **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**



1 Plaintiffs Cesar Navarro and Jose Zuniga (“Plaintiffs”) on behalf of themselves and all  
2 others similarly situated, hereby brings this Second Amended Class and Representative Action  
3 Complaint (“SAC”) against Defendants Tri-Star Window Coverings, Inc., a California  
4 corporation, and DOES 1 to 100 (collectively “Defendants”), inclusive, and on information and  
5 belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring  
8 this class and representative action for recovery of unpaid wages and penalties under Labor Code  
9 §§ 201-203, 204, 226 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698  
10 *et seq.*, the California Business and Professions Code §17200 *et. seq.*, and Industrial Welfare  
11 Commission Wage Order No. 16 (“Wage Order 16”), in addition to seeking declaratory relief and  
12 restitution. This class action is brought pursuant to California Code of Civil Procedure 382. This  
13 Court has jurisdiction over Defendants’ violations of the California Labor Code because the  
14 amount in controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue as to each Defendant is proper in this judicial district pursuant to California  
17 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions  
18 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein  
19 Plaintiffs were employed by Defendants within Los Angeles County.

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,  
22 Plaintiffs were and currently are, California residents, residing in the county of Los  
23 Angeles. During the four years immediately preceding the filing of the lawsuit in this action and  
24 within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs  
25 were employed by Defendants as a non-exempt employee. Plaintiffs were, and are, victims of  
26 Defendants’ policies and/or practices complained of herein, lost money and/or property, and have  
27 been deprived of the rights guaranteed to them by California Labor Code §§ 201-203, 204, 226  
28 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, California Business and

1 Professions Code § 17200 *et seq.* (Unfair Competition), and Wage Order 16, which sets  
2 employment standards for certain on-site occupations in the construction, drilling, logging, and  
3 mining industries.

4 4. Plaintiffs are informed and believe and based thereon allege, that during the four  
5 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and do)  
6 business by operating a company that sells and installs blinds, carpeting, linoleum and other  
7 window and floor coverings, and employed Plaintiffs and other, similarly-situated non-exempt  
8 employees within Los Angeles County and, therefore, were (and are) doing business in Los  
9 Angeles County and the State of California.

10 5. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned  
11 herein, Defendants were licensed to do business in California and the County of Los Angeles, and  
12 were the employers of Plaintiffs and the Classes (as defined in Paragraph 19).

13 6. Plaintiffs do not know the true names, capacities, relationships and/or the extent  
14 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this FAC.  
15 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.  
16 Plaintiffs pray for leave to amend this FAC when the true names and capacities are known.  
17 Plaintiffs are informed and believe, and based thereon allege, that each fictitiously named  
18 defendant is and was responsible in some way for the alleged wage and hour violations and other  
19 wrongful conduct which subjected Plaintiffs and the classes, as defined below, to the illegal  
20 employment practices, wrongs and injuries complained of herein. All references in this FAC to  
21 "Defendants" shall be deemed to include all DOE Defendants.

22 **GENERAL FACTUAL ALLEGATIONS**

23 7. Plaintiff Cesar Navarro, a former employee, was employed by Defendants as a  
24 non-exempt employee in Los Angeles County since in approximately 1998. During his  
25 employment and in his primary position as a Carpet Installer, Plaintiff Cesar Navarro's job duties  
26 consist of installing flooring, such as carpeting and linoleum in residential and commercial  
27 buildings.

1           8.       Plaintiff Jose Zuniga, a former employee, was employed by Defendants as a non-  
2 exempt employee in Los Angeles County since in approximately 2014. During his employment  
3 and in his primary position as a Carpet Installer, Plaintiff Jose Zuniga’s job duties consist of  
4 installing flooring, such as carpeting and linoleum in residential and commercial buildings. After  
5 Plaintiff Zuniga suffered a workplace injury, he was transferred to the Window Covering  
6 department where he was responsible for, among other things, assembling window coverings.

7           9.       During Plaintiffs’ employment with Defendants while performing floor  
8 installations, Plaintiffs have been paid on a piece-rate basis, whereby Plaintiffs are paid a certain  
9 flat rate per installation (e.g., a flat rate per square yard of flooring installed). Additionally, while  
10 paid on a piece-rate basis, Plaintiffs were not separately compensated for time spent working on  
11 tasks which were not compensated on a piece-rate basis, such as time spent at Defendants’ office  
12 waiting to pick up flooring and materials, travelling to and from job sites, and cleaning up  
13 following installations (e.g., non-productive time). *See e.g. Gonzalez v. Downtown LA Motors,*  
14 *LP (2013) 215 Cal.App.4th 36, 40-41 (“DTLA”)* (“...we conclude that class members [paid on a  
15 piece-rate] were entitled to separate hourly compensation for time spent waiting for repair work  
16 or performing other non-repair tasks directed by the employer...”). As a result, Plaintiffs were  
17 not paid at least minimum wage, nor agreed-upon wages, for all hours worked in workweeks  
18 when they were paid on a piece-rate basis.

19           10.       Furthermore, Defendants did not track the actual hours worked by Plaintiffs when  
20 performing flooring installations, thereby rendering it impossible for Defendants to ensure that  
21 Plaintiffs were being properly paid for all hours worked, including minimum, overtime and  
22 agreed-upon wages.

23           11.       Additionally, during their employment, Plaintiffs worked in excess of 8 hours per  
24 day and/or 40 hours per week. However, Plaintiffs were never compensated at one and a half  
25 times their regular rate of pay for hours worked in excess of 8 hours per day and/or 40 hours per  
26 week while they were paid on a piece-rate basis. As a result, Plaintiffs were deprived of all  
27 overtime compensation to which they were owed.

28           12.       Upon information and belief, Defendants failed to maintain any rest period policy

1 during the four years preceding the filing of the lawsuit to the present, resulting in the failure to  
2 authorize and permit Plaintiffs to take rest breaks required by law. Indeed, Plaintiffs were unable  
3 to take a 10 minute rest period for every 4 hour period worked, or major fraction thereof, due to  
4 the work demands and pressures Defendants imposed on Plaintiffs to quickly finish the assigned  
5 flooring and/or carpet installations. Moreover, Plaintiffs have worked shifts in excess of 3.5  
6 hours, but have not been provided with a paid rest period for every 4-hour period worked, or  
7 major fraction thereof, because Defendants' piece-rate compensation plan fails to separately  
8 compensate Plaintiffs for required rest periods. *See Bluford v. Safeway Inc.*, 216 Cal. App. 4th  
9 864 (2013) ("There is no dispute that Safeway's activity-based compensation system [i.e., piece-  
10 rate compensation system] did not separately compensate drivers for their rest periods."). As a  
11 result, Plaintiffs were deprived of paid rest periods for workweeks where they were paid on a  
12 piece-rate basis.

13 13. On those occasions when Plaintiffs were not authorized and permitted to take all  
14 legally-compliant rest periods to which they were entitled, Defendants failed to compensate  
15 Plaintiffs with the required rest period premium for each workday in which they experienced a  
16 rest period violation as mandated by Labor Code § 226.7. Upon information and belief, for at  
17 least a portion of the class period, Defendants maintained no pay code for paying rest period  
18 premiums to non-exempt employees who were not provided all paid rest periods required by  
19 law.

20 14. Defendants also failed to provide Plaintiffs with all required meal periods to which  
21 they were entitled, because upon information and belief, Defendants have failed to maintain any  
22 meal period policy during the four years preceding the filing of this lawsuit. Further, Plaintiffs  
23 were unable to take all required meal periods due to the work demands and pressures Defendants  
24 imposed on Plaintiffs to quickly finish the assigned flooring and/or carpet installations.

25 15. On those occasions when Plaintiffs were not provided with a legally compliant  
26 meal period, Defendants failed to compensate Plaintiffs with the required meal period premium  
27 for each workday in which they experienced a meal period violation as mandated by Labor Code  
28 § 226.7. Upon information and belief, for at least a portion of the class period, Defendants

1 maintained no pay code for paying meal period premiums to non-exempt employees who were  
2 not provided all meal periods required by law.

3 16. Throughout Plaintiffs' employment with Defendants, Defendants failed to  
4 reimburse Plaintiffs for expenses they incurred in direct consequence of the discharge of their  
5 duties including, without limitation, expenses incurred for tools and other items required to  
6 perform their job duties as flooring installers and either actual expenses or mileage for use of  
7 Plaintiffs' personal vehicles in order to drive between assigned job locations and/or between  
8 Defendants' office and the assigned job locations. Indeed, Defendants only provided Plaintiffs  
9 with the flooring and padding to be installed, thereby requiring Plaintiffs to provide all of the  
10 other tools and items needed to perform the actual installation duties. Despite the necessity of  
11 incurring expenses in the discharge of their duties, Plaintiffs were not reimbursed for all  
12 expenditures they necessarily incurred as a direct consequence of the discharge of their duties,  
13 as mandated by Labor Code section 2802.

14 17. As a result of Defendants' failure to pay all minimum wages, agreed-upon and  
15 overtime wages, meal period premiums and rest period premiums, Defendants maintained  
16 inaccurate payroll records, issued inaccurate wage statements to Plaintiffs. Additionally,  
17 Defendants issued facially deficient wage statements that did not list the number of hours worked,  
18 piece-rate units and rate per piece on the wage statement and/or included inaccurate information  
19 related to wages and expense reimbursement.

20 18. As a further result of Defendants' failure to pay all minimum wages, agreed-upon  
21 and overtime wages, meal period premiums and rest period premiums, Defendants failed to pay  
22 all wages owed to Plaintiffs upon their separation of employment with Defendants.

23 **CLASS ACTION ALLEGATIONS**

24 19. Class Definitions: Plaintiffs bring this action on behalf of themselves and the  
25 following Classes pursuant to Section 382 of the Code of Civil Procedure:

- 26 a. The Minimum Wage Class consists of all Defendants' current and former non-  
27 exempt employees in California who performed work that was compensated on a  
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1 piece-rate basis, during the four years immediately preceding the filing of this  
2 lawsuit through the present date.

3 b. The Overtime Class consists of all Defendants' current and former non-exempt  
4 employees in California who performed work that was compensated on a piece-  
5 rate basis and worked in excess of eight hours per workday or forty hours per  
6 workweek, during the four years immediately preceding the filing of this lawsuit  
7 through the present date.

8 c. The Agreed-Upon Rate Class consists of all of Defendants' current and former  
9 non-exempt employees in California who were compensated on a piece-rate basis,  
10 during the four years preceding the filing of the lawsuit through the present.

11 d. The Meal Period Class consists of all Defendants' current and former non-exempt  
12 employees in California who worked a shift in excess of five hours, during the four  
13 years preceding the filing of the lawsuit through the present date.

14 e. The Rest Period Class consists of all Defendants' current and former non-exempt  
15 employees in California who performed work that was compensated on a piece-  
16 rate basis, during the four years immediately preceding the filing of this lawsuit  
17 through the present date.

18 f. The Employee Expense Class consists of all of Defendants' current and former  
19 non-exempt employees who used a personal vehicle to travel to, from and between  
20 jobsites and/or used their personal tools at the jobsites during the four years  
21 immediately preceding the filing of Plaintiffs' lawsuit through the present date.

22 g. The Wage Statement Class consists of: consists of members of the: (i) Overtime  
23 Class; (ii) Minimum Wage Class; (iii) Agreed-Upon Rate Class (iv) Meal Period  
24 Class; and/or (v) Rest Period Class, during the one year immediately preceding the  
25 filing of the lawsuit through the present.

26 h. The Waiting Time Penalty Class consists of all formerly employed members of  
27 the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Agreed-Upon Rate Class  
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1 (iv) Meal Period Class; and/or (v) Rest Period Class, during the three years  
2 immediately preceding the filing of the lawsuit through the present.

- 3 i. The UCL Class consists of members of the: (i) Overtime Class; (ii) Minimum  
4 Wage Class; (iii) Agreed-Upon Rate Class; (iv) Meal Period Class; (v) Rest Period  
5 Class; (vi) Employee Expense Class; and (vii) Waiting Time Penalty Class, during  
6 the four years immediately preceding the filing of the lawsuit through the present

7 20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
8 joinder of all members would be unfeasible and not practicable. The membership of the classes  
9 and subclasses are unknown to Plaintiffs, at this time; however, it is estimated that the Classes  
10 number greater than one-hundred (100) individuals as to each Class. The identity of such  
11 membership is readily ascertainable via inspection of Defendants' employment records.

12 21. **Common Questions of Law and Fact Predominate/Well Defined Community**  
13 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly  
14 situated employees, which predominate over questions affecting only individual members  
15 including, without limitation to:

- 16 i. Whether Defendants properly paid all minimum wages, agreed-upon wages  
17 and/or overtime wages at the regular rate to members of the Minimum Wage  
18 Class, Agreed-Upon Wage Class and Overtime Class pursuant to Labor Code §§  
19 204, 221, 222, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1 and 1198;
- 20 ii. Whether Defendants provided all legally compliant meal periods to members of  
21 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 22 iii. Whether Defendants authorized and permitted all legally compliant rest periods  
23 to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 24 iv. Whether Defendants provided accurate, itemized wage statements to members of  
25 the Classes pursuant to Labor Code § 226.
- 26 v. Whether Defendants properly reimbursed employees for business expenses  
27 necessarily incurred in the discharge of their duties;
- 28 vi. Whether Defendants' policies and/or practices for the timing and amount of

1 payment of final wages to members of the Waiting Time Class at the time of  
2 separation from employment were unlawful; and

- 3 vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive  
4 business practices by and through the wage and hour policies and practices  
5 described above, and whether as a result Defendants owe the classes restitution.

6 22. **Predominance of Common Questions:** Common questions of law and fact  
7 predominate over questions that affect only individual members of the Classes. The common  
8 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
9 and/or practices applicable to each individual class member, such as their uniform methods of  
10 paying piece-rate compensation, not paying overtime compensation, uniform lack of meal and  
11 rest period policies, and uniform policy regarding employee reimbursement. As such, the  
12 common questions predominate over individual questions concerning each individual class  
13 member's showing as to his or her eligibility for recovery or as to the amount of his or her  
14 damages.

15 23. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes  
16 because Plaintiffs were employed by Defendants as non-exempt employees in California during  
17 the statutes of limitation applicable to each cause of action pled in the lawsuit in this action. As  
18 alleged herein, Plaintiffs, like the members of the Classes, were deprived of all minimum and  
19 overtime wages, were not provided with all legally compliant meal and rest periods, incurred  
20 necessary expenses without reimbursement, were furnished with inaccurate and incomplete wage  
21 statements, and were not provided all wages upon separation of their employment with  
22 Defendants.

23 24. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary  
24 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,  
25 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of  
26 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-  
27 and-hour class actions in state and federal courts in the past and are committed to vigorously  
28 prosecuting this action on behalf of the members of the classes.



1           25.     **Superiority:** The California Labor Code is broadly remedial in nature and serves  
2 an important public interest in establishing minimum working conditions and standards in  
3 California. These laws and labor standards protect the average working employee from  
4 exploitation by employers who have the responsibility to follow the laws and who may seek to  
5 take advantage of superior economic and bargaining power in setting onerous terms and  
6 conditions of employment. The nature of this action and the format of laws available to Plaintiffs  
7 and members of the Classes make the class action format a particularly efficient and appropriate  
8 procedure to redress the violations alleged herein. If each employee were required to file an  
9 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
10 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with  
11 their vastly superior financial and legal resources. Moreover, requiring each member of the  
12 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
13 employees who would be disinclined to file an action against their former and/or current employer  
14 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
15 employment. Further, the prosecution of separate actions by the individual class members, even  
16 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
17 with respect to the individual class members against Defendants herein; and which would  
18 establish potentially incompatible standards of conduct for Defendants; and/or legal  
19 determinations with respect to individual class members which would, as a practical matter, be  
20 dispositive of the interest of the other class members not parties to adjudications or which would  
21 substantially impair or impede the ability of the class members to protect their interests. Further,  
22 the claims of the individual members of the class are not sufficiently large to warrant vigorous  
23 individual prosecution considering all of the concomitant costs and expenses attending thereto.

24           26.     As such, the Classes identified in Paragraph 19 are maintainable as a Class under  
25 Section 382 of the Code of Civil Procedure.

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**FIRST CAUSE OF ACTION**  
**FAILURE TO PAY OVERTIME WAGES**  
**(AGAINST ALL DEFENDANTS)**

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4       27.     Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
5 fully set forth herein.

6       28.     This cause of action is brought on behalf of the Overtime Class pursuant to Labor  
7 Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled  
8 to all overtime wages and compensation for overtime hours worked, and provide a private right  
9 of action for the failure to pay all overtime compensation for overtime work performed.

10       29.     At all times relevant herein, Defendants were required to properly compensate  
11 non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime  
12 hours worked pursuant to California Labor Code § 1194 and Wage Order 16. Wage Order 16, §  
13 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular  
14 rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in  
15 the workweek. Wage Order 16, § 3 also requires an employer to pay an employee double the  
16 employee’s regular rate of pay for work in excess of 12 hours each work day and/or for work in  
17 excess of 8 hours on the seventh consecutive day of work in the workweek.

18       30.     Plaintiffs are informed and believe, and based thereon allege that, Defendants  
19 caused Plaintiffs and members of the Overtime Class to work overtime hours, but never  
20 compensated Plaintiffs or members of the Overtime Class at one and a half times their regular  
21 rate of pay for such hours.

22       31.     Defendants’ policy and practice of requiring overtime work and not paying at the  
23 proper overtime rates for said work violates California Labor Code §§ 204, 510, 558, 1194, and  
24 1198, and Wage Order 16.

25       32.     Plaintiffs are informed and believe and thereon allege that the job duties and  
26 responsibilities of the Overtime Class are irrelevant because Plaintiffs and all others similarly  
27 situated merely allege wrongdoing with Defendants’ pay policies and practices as to paying  
28 overtime compensation for overtime hours worked by members of the Overtime Class.

1         33.       The foregoing policies and practices are unlawful and create an entitlement to  
2 recovery by Plaintiffs and members of the Overtime Class in a civil action for the unpaid amount  
3 of overtime premiums owing, including interest thereon, statutory penalties, civil penalties,  
4 attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558,  
5 1194, 1198, and Code of Civil Procedure § 1021.5.

6   **SECOND CAUSE OF ACTION**

7   **MINIMUM WAGE VIOLATIONS**

8   **(AGAINST ALL DEFENDANTS)**

9         34.       Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
10 fully set forth herein.

11         35.       Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the  
12 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.  
13 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal  
14 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with  
15 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
16 wages and interest accrued thereon.

17         36.       At all relevant times herein, Defendants failed to conform their pay practices to  
18 the requirements of the law. This unlawful conduct includes, but is not limited to Defendants'  
19 uniform piece-rate compensation structure for members of the Minimum Wage Class, which  
20 resulted in these individuals only being paid for some but not all hours actually worked.  
21 Accordingly, Plaintiffs and members of the Minimum Wage Class were not compensated for all  
22 hours worked including, but not limited to, all hours they were subject to the control of Defendants  
23 and/or suffered or permitted to work under the California Labor Code and Wage Order 16.

24         37.       At all times relevant herein, Defendants lacked good faith and had no reasonable  
25 grounds for believing that their practices in failing to pay all minimum wages owed at the  
26 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,  
27 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing  
28 minimum wages to Plaintiffs and the members of the Minimum Wage Class, also owe liquidated

1 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to  
2 Labor Code § 1194.2.

3 38. As a consequence of Defendants’ non-payment of minimum wages, Plaintiffs and  
4 members of the Minimum Wage Class seek penalties pursuant to Wage Order 16, § 18(A) and  
5 California Labor Code §§ 1199 and 2698 *et seq.*; interest pursuant to California Labor Code §§  
6 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California  
7 Labor Code § 1194.2; and attorneys’ fees and costs of suit pursuant to California Labor Code §  
8 1194 *et seq.*

9 39. The foregoing practices and policies are unlawful and create entitlement to  
10 recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the  
11 unpaid amount of minimum wages owing, including interest thereon, as well as statutory  
12 penalties, liquidated damages, civil penalties, and attorneys’ fees and costs of suit, pursuant to  
13 Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 16,  
14 California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and  
15 Civil Code §§ 3287(b) and 3289.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY ALL AGREED-UPON WAGES**

18 **(AGAINST ALL DEFENDANTS)**

19 40. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
20 fully set forth herein.

21 41. This cause of action s brought pursuant to Labor Code §§ 204 and 221-223 which  
22 provide that all non-exempt employees are entitled to be paid all wages owed at the rate agreed  
23 upon with their employer, and provide a private right of action for the failure to pay all wages  
24 owed at the agreed-upon rate for all work performed.

25 42. At all relevant times herein, Defendants were required to properly compensate  
26 Plaintiffs and the members of the Agreed-Upon Rate Class for all hours worked at the rate agreed  
27 to with Defendants, pursuant to California Labor Code §§ 221-223. At all relevant times herein,  
28 Defendants required Plaintiffs and the members of the Agreed-Upon Rate Class to remain under

1 Defendants' control and perform work without paying them therefor, which resulted in Plaintiffs  
2 and the members of the Agreed-Upon Rate Class to earn less than the agreed rate for their work.  
3 This pattern and practice by Defendants of failing to pay the agreed-upon rate for all work  
4 performed violates the Labor Code and constitutes unjust enrichment.

5 43. The foregoing practices and policies are unlawful and create entitlement to  
6 recovery by Plaintiffs and the members of the Agreed-Upon Rate Class in a civil action for the  
7 unpaid amount of agreed-upon wages owing, including interest thereon, as well as statutory  
8 penalties, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204,  
9 218.5, 218.6, 221, and 558 California Code of Civil Procedure § 1021.5 California Code of Civil  
10 Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

11 44. As a result, Defendants are responsible for paying premium compensation for meal  
12 period violations including interest thereon, as well as statutory penalties, civil penalties, and  
13 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, California Code of  
14 Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

15 **FOURTH CAUSE OF ACTION**

16 **MEAL PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 45. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
19 fully set forth herein.

20 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
21 failed in their affirmative obligation to provide all of their non-exempt employees in California,  
22 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal  
23 periods in accordance with the mandates of the California Labor Code and Wage Order 16, § 11.  
24 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs  
25 and members of the Meal Period Class at their respective regular rates of compensation, in  
26 accordance with California Labor Code §§ 226.7, and 512.

27 47. As a result, Defendants are responsible for paying premium compensation for  
28 meal period violations including interest thereon, as well as statutory penalties, civil penalties,

1 and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, California  
2 Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

5 **(AGAINST ALL DEFENDANTS)**

6 48. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
7 fully set forth herein.

8 49. Wage Order 16, § 12 and California Labor Code §§ 226.7 and 516 establish the  
9 right of employees to be provided with a paid rest period of at least ten (10) minutes for each four  
10 (4) hour period worked, or major fraction thereof.

11 50. As alleged herein, Defendants failed to authorize and permit Plaintiffs and  
12 members of the Rest Period Class to take all required rest periods, nor to take paid rest periods.

13 51. The foregoing foregoing violations create an entitlement to recovery by Plaintiffs  
14 and members of the Rest Period Class in a civil action for the unpaid amount of rest period  
15 premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and  
16 costs of suit according to California Labor Code §§ 226.7, 516, Wage Order 16, California Code  
17 of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

21 52. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
22 fully set forth herein.

23 53. It was necessary for Plaintiffs and members of the Employee Expense Class to  
24 incur expenses in the discharge of their work duties, such as mileage and vehicle expenses and/or  
25 purchasing of tools. Although Plaintiffs and members of the Employee Expense Class incurred  
26 these expenses in the direct discharge of their job duties, Defendants did not reimburse these  
27 employees for such necessary work expenditures during the four years preceding the filing of the  
28 lawsuit.

1           54.     At all relevant times, Defendants were subject to Labor Code § 2802, which states  
2 that “an employer shall indemnify his or her employees for all necessary expenditures or losses  
3 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or  
4 obedience to the directions of the employer.”

5           55.     As a proximate result of Defendants’ policies and/or practices in violation of Labor  
6 Code §§ 2802 and Wage Order 16, § 8, Plaintiffs and members of the Employee Expense Class  
7 were damaged in sums, which will be shown according to proof.

8           56.     Plaintiffs and members of the Employee Expense Class are entitled to attorneys’  
9 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

10          57.     Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of  
11 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,  
12 Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue  
13 from the date on which they incurred the initial necessary expenditure.

14                                   **SEVENTH CAUSE OF ACTION**

15                                   **WAGE STATEMENT VIOLATIONS**

16                                   **(AGAINST ALL DEFENDANTS)**

17          58.     Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
18 fully set forth herein.

19          59.     Plaintiffs are informed and believe, and based thereon allege that, Defendants  
20 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish  
21 Plaintiffs and members of the Wage Statement Class with accurate and complete wage  
22 statements regarding their total regular hours worked, total overtime hours worked, regular rates  
23 of pay, rates of overtime pay, deductions, all piece-rates and piece-rate units earned, total gross  
24 wages earned, and total net wages earned, in violation of Labor Code § 226.

25          60.     Defendants’ failure to furnish Plaintiffs and members of the Wage Statement  
26 Class with complete and accurate itemized wage statements resulted in actual injury, as said  
27 failures led to, among other things, the non-payment of all their minimum and overtime wages,  
28 meal and rest period premiums, and deprived them of the information necessary to identify the

1 discrepancies in Defendants' reported data.

2 61. Defendants' failures create an entitlement to recovery by Plaintiffs and members  
3 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor  
4 Code § 226, including statutory penalties, civil penalties, reasonable attorney's fees, and costs  
5 of suit according to California Labor Code §§ 226 and 226.3.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

8 **(AGAINST ALL DEFENDANTS)**

9 62. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

10 63. This cause of action is brought pursuant to Labor Code §§ 201-203, which require  
11 an employer to pay all wages immediately at the time of termination of employment in the event  
12 the employer discharges the employee or the employee provides at least 72 hours of notice of  
13 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her  
14 intent to quit, said employee's wages become due and payable not later than 72 hours upon said  
15 employee's last date of employment.

16 64. Defendants failed to timely pay Plaintiffs all of their final wages at the time of  
17 separation, which include, among other things, minimum wages, overtime wages, agreed-upon  
18 wages, meal and rest period premium wages. Further, Plaintiffs are informed and believe, and  
19 based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to  
20 fail to pay members of the Waiting Time Class all earned wages at the end of employment in a  
21 timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to  
22 pay all final wages was willful within the meaning of Labor Code § 203.

23 **NINTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 65. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
27 fully set forth herein.

28 66. Defendants have engaged and continue to engage in unfair and/or unlawful



1 business practices in California in violation of California Business and Professions Code § 17200  
2 et seq., by: (a) failing to pay Plaintiffs and members of the Minimum Wage Class at least the  
3 minimum wage for all hours actually worked; (b) failing to pay Plaintiffs and members of the  
4 Overtime Class overtime wages for all overtime hours actually worked; (c) failing to pay  
5 Plaintiffs and members of the Agreed-Upon Rate Class agreed-upon wages for all hours actually  
6 worked; (d) failing to pay Plaintiffs and members of the Meal Period Class meal period premium  
7 payments for each meal period violation; (e) failing to pay Plaintiffs and members of the Rest  
8 Period Class rest period premium payments for each rest period violation; (f) failing to reimburse  
9 Plaintiffs and members of the Employee Expense Class for the costs of required business  
10 expenses; and (g) knowingly failing to furnish Plaintiffs and members of the Wage Statement  
11 Class with accurate and complete wage statements in violation of Labor Code § 226.

12         67. Defendants' utilization of these unfair and/or unlawful business practices  
13 deprived Plaintiffs and continue to deprive members of the Classes of compensation to which  
14 they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair  
15 advantage over Defendants' competitors who have been and/or are currently employing workers  
16 and attempting to do so in honest compliance with applicable wage and hour laws.

17         68. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct  
18 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full  
19 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,  
20 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203  
21 and 17208.

22         69. The acts complained of herein occurred within the last four years immediately  
23 preceding the filing of the lawsuit in this action.

24         70. Plaintiffs were compelled to retain the services of counsel to file this court action  
25 to protect his interests and those of the Classes, to obtain restitution and injunctive relief on  
26 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting  
27 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and  
28 costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

1 **TENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 71. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though  
5 fully set forth herein.

6 72. Defendants have committed several Labor Code violations against Plaintiffs and  
7 other aggrieved employees. Plaintiffs, each an “aggrieved employee” within the meaning of  
8 Labor Code § 2698 et seq., acting on behalf of themselves and other aggrieved employees, bring  
9 this representative action against Defendants to recover the civil penalties due to Plaintiffs, other  
10 aggrieved employees, and the State of California according to proof pursuant to Labor Code §  
11 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
12 each failure to pay each employee and \$200.00 for each subsequent violation or willful or  
13 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus  
14 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for  
15 each subsequent violation pursuant to Labor Code § 558 per employee per pay period, plus an  
16 amount sufficient to recover the unpaid wages owed to each aggrieved employee; (3) \$250.00  
17 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §  
18 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for  
19 each subsequent violation per employee per pay period for those violations of the Labor Code  
20 for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 21 a. Failing to pay Plaintiffs, the members of the Overtime Class, and other  
22 aggrieved employees all overtime compensation earned in violation of Labor  
23 Code §§ 204, 510, 558, 1194, and 1198;
- 24 b. Failing to pay Plaintiffs, the members of the Minimum Wage Class, and other  
25 aggrieved employees the statutory minimum wage for all hours worked in  
26 violation of Labor Code §§ 204, 558, 1194, and 1198;
- 27 c. Failing to pay Plaintiffs, the members of the Agreed Upon Rate Class, and  
28 other aggrieved employees all wages earned at the agreed-upon rate in

1 violation of Labor Code §§ 221-223;

2 d. Failing to provide all legally required meal periods, and failure to pay meal  
3 period premium wages, to Plaintiffs, the members of the Meal Period Class,  
4 and other aggrieved employees at the regular rate of compensation in violation  
5 of Labor Code §§ 226.7, 512, and 558;

6 e. Failing to authorize and permit all legally required rest periods, and failure to  
7 pay rest period premium wages, to Plaintiffs, the members of the Rest Period  
8 Class, and other aggrieved employees at the regular rate of compensation in  
9 violation of Labor Code §§ 226.7, 516, 558;

10 f. Failing to reimburse Plaintiffs, the members of the Employee Expense Class,  
11 and other aggrieved employees for all necessary business expenditures  
12 incurred in violation of Labor Code §§ 2802 and 2804;

13 g. Failing to furnish Plaintiffs, the members of the Wage Statement Class, and  
14 other aggrieved employees with complete, accurate, itemized wage statements  
15 in violation of Labor Code § 226;

16 h. Failing to pay Plaintiffs and non-exempt employees all earned wages at least  
17 twice during each calendar month in violation of Labor Code § 204; and

18 i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved  
19 employees in violation of Labor Code § 1174.

20 73. On April 3, 2018, Plaintiffs notified Defendants via certified mail, and notified  
21 the California Labor and Workforce Development Agency (“LWDA”) via its website, of  
22 Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for  
23 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the  
24 California Labor Code identified in Paragraph 72 (a)-(i). On September 3, 2020, Plaintiffs  
25 notified Defendants via certified mail, and notified the LWDA via its website of Defendants  
26 violations of the California Labor Code sections 201 through 203 and Plaintiffs’ intent to bring  
27 a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations  
28 of the California Labor Code sections 201 through 203. Now that at least sixty-five days have

1 passed from Plaintiffs notifying Defendants and the LWDA of these violations, and the LWDA  
2 has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their  
3 administrative requirements for bringing a claim under the Private Attorneys General Act with  
4 respect to these violations.

5 74. Plaintiffs were compelled to retain the services of counsel to file this court action  
6 to protect their interests and the interests of other aggrieved employees, and to assess and collect  
7 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and  
8 costs, which she is entitled to recover under California Labor Code § 2699(g).

9 **PRAYER**

10 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose  
11 behalf this suit is brought against Defendants, jointly and severally, as follows:

- 12 1. For an order certifying the proposed Classes;
- 13 2. For an order appointing Plaintiffs as representatives of the Classes;
- 14 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 15 4. Upon the First Cause of Action, for compensatory, consequential, general and  
16 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 17 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated  
18 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and  
19 1197;
- 20 6. Upon the Third Cause of Action, for compensatory, consequential, general and  
21 special damages according to proof pursuant to Labor Code §§ 204, and 221-223;
- 22 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and  
23 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 24 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and  
25 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 26 9. Upon the Sixth Cause of Action, for compensatory, consequential, general and  
27 special damages according to proof pursuant to Labor Code § 2802;
- 28

1           10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code  
2 § 226;

3           11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to  
4 Labor Code § 203;

5           12. Upon the Ninth Cause of Action, for restitution to Plaintiffs and members of the  
6 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
7 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*  
8 *seq.*;

9           13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiffs, other  
10 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
11 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
12 each failure to pay each employee and \$200.00 for each subsequent violation or willful or  
13 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus  
14 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each  
15 subsequent violation pursuant to Labor Code § 558 per employee per pay period, plus an amount  
16 sufficient to recover the unpaid wages owed to each aggrieved employee; (3) \$250.00 for each  
17 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per  
18 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each  
19 subsequent violation per employee per pay period for those violations of the Labor Code for which  
20 no civil penalty is specifically provided, based on the violations of Labor Code sections cited in  
21 Paragraph 72 (a)-(i) above and Labor Code sections 201 through 203. Prejudgment interest on all  
22 due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and  
23 3289;

24           14. On all causes of action, for attorneys' fees and costs as provided by Labor Code  
25 §§ 226, 1194 *et seq.*, and Code of Civil Procedure § 1021.5.; and

26           15. For such other and further relief the Court may deem just and proper.  
27  
28

1 Dated: September 3, 2020

Respectfully submitted,  
LIDMAN LAW, APC

2  
3 By: \_\_\_\_\_  
4 Elizabeth Nguyen  
5 Attorneys for Plaintiffs  
6 CESAR NAVARRO and JOSE ZUNIGA

7  
8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demands a jury trial with respect to all issues triable by jury.

10 Dated: September 3, 2020

LIDMAN LAW, APC

11  
12 By: \_\_\_\_\_  
13 Elizabeth Nguyen  
14 Attorneys for Plaintiffs  
15 CESAR NAVARRO and JOSE ZUNIGA  
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**EXHIBIT B**

**EXHIBIT B**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CESAR NAVARRO and JOSE ZUNIGA,

Plaintiffs,

vs.

TRI-STAR WINDOW COVERINGS, INC., a  
California corporation; and Does 1 through 100,

Defendants.

Case No. BC697813

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

**To:** All current and former non-exempt employees who for Defendant Tri-Star Window Coverings, Inc. (“Defendant” or “Tri-Star”) in California, who performed work that was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through [PRELIMINARY APPROVAL DATE]. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Los Angeles Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Cesar Navarro and Jose Zuniga v. Tri-Star Window Coverings, Inc et al.*, Case No. BC697813 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Tri-Star’s records show that you were employed at Tri-Star as non-exempt employee who performed work that was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through [PRELIMINARY APPROVAL DATE] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiffs Cesar Navarro and Jose Zuniga (“Plaintiffs”) brought this Lawsuit against Tri-Star, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Tri-Star in California at any time beginning March 13, 2014. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Tri-Star failed to pay Settlement Class members all overtime wages and failed to reimburse Settlement Class members for all necessary business expenses incurred during the Class Period. As a result of the foregoing alleged violations, Plaintiff also alleges that Tri-Star failed to provide accurate, itemized wage statements and also engaged in unfair business practices.

Tri-Star denies that it has done anything wrong. Tri-Star further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a



compromise of disputed claims and should not be construed as an admission of liability on the part of Tri-Star, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Tri-Star has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Tri-Star provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Tri-Star, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

**If you are still employed by Tri-Star, your decision about whether to participate in the Settlement will not affect your employment. California law and Tri-Star's policies strictly prohibit unlawful retaliation.** Tri-Star will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

***Who are the Attorneys?***

<p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p><b>LIDMAN LAW, APC</b> Scott M. Lidman <a href="mailto:slidman@lidmanlaw.com">slidman@lidmanlaw.com</a> Elizabeth Nguyen <a href="mailto:enguyen@lidmanlaw.com">enguyen@lidmanlaw.com</a> Milan Moore <a href="mailto:mmoore@lidmanlaw.com">mmoore@lidmanlaw.com</a> 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 <a href="http://www.lidmanlaw.com">www.lidmanlaw.com</a></p> <p><b>HAINES LAW GROUP, APC</b> Paul K. Haines <a href="mailto:phaines@haineslawgroup.com">phaines@haineslawgroup.com</a> 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 <a href="http://www.haineslawgroup.com">www.haineslawgroup.com</a></p>	<p>Attorneys for Defendant Tri-Star Window Coverings, Inc.</p> <p><b>O'HAGAN MEYER</b> Vickie V. Grasu <a href="mailto:vgrasu@ohaganmeyer.com">vgrasu@ohaganmeyer.com</a> 21550 Oxnard Street, Suite 1050 Woodland Hills, CA 91367 Tel: (213) 306-1622 Fax: (213) 306-1615 <a href="http://www.ohaganmyer.com">www.ohaganmyer.com</a></p>
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***What are the terms of the Settlement?***

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt who worked for Tri-Star in California, and performed work that was, at least in part, compensated on a piece-rate basis, between March 13, 2014 and **[PRELIMINARY APPROVAL DATE]**. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Tri-Star as described below.

Tri-Star has agreed to pay \$100,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representatives’ Service Award. Tri-Star’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Tri-Star separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrator to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,350.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$33,333,33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award each Class Representative a service award in the amount of \$5,000.00 for a total of \$10,000.00, to compensate them for their service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$5,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below).

The NSA is estimated at approximately \_\_\_\_\_, to be shared among an estimated 61 Settlement Class members. The NSA will be divided as follows:

- (i) Ninety Percent (90%) of the Net Settlement Amount shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of pay periods worked during the Class Period, the numerator of which is the Settlement Class Member’s total pay periods worked during the Class Period, and the denominator of which is the total pay periods worked by all Settlement Class Members who worked during the Class Period.
- (ii) Five Percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from between March 13, 2017 and [PRELIMINARY APPROVAL DATE], shall receive a portion of the Wage Statement Amount proportionate to the number

of pay periods worked during the period March 13, 2017 and [PRELIMINARY APPROVAL DATE], the numerator of which is the Settlement Class member's gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

- (iii) Waiting Time Amount: Five Percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment was separated by Defendant at any time from March 13, 2015 and [PRELIMINARY APPROVAL DATE], shall receive a portion of the Waiting Time Amount. The amount designated as the Waiting Time Amount will be distributed equally between all participating Settlement Class members whose employment was separated by Defendant at any time between March 13, 2015 and [PRELIMINARY APPROVAL DATE].

In addition, the PAGA Amount will be allocated as follows. Each Class Member who was employed by Tri-Star at any time from March 13, 2017 through [PRELIMINARY APPROVAL DATE], shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period from March 13, 2017 through [PRELIMINARY APPROVAL DATE], the numerator of which is the Settlement Class Member's gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by Tri-Star of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Tri-Star, as follows: the Gross Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) calendar days of the Effective Date (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

Within ten (10) calendar days following Tri-Star's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Tri-Star and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, subsidiaries, affiliates, parents, insurers, and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations therein, that arose during the Class Period, with respect to the following claims: (a) failure

to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to pay all wages at the agreed-upon rate; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (f) failure to reimburse necessary business expenses; (g) failure to provide accurate, itemized wage statements; (h) failure to timely pay all wages upon separation of employment; (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (j) a claim under California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, "Released Claims"). The time period of the Release shall be the same as Class Period. The Release shall be null and void if the Settlement is not fully funded.

The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims. The period of the Release shall extend to the limits of the Class Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of pay periods you worked during the Class Period, whether you have worked between March 13, 2014 through [PRELIMINARY APPROVAL DATE]. The information contained in Tri-Star's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CESAR NAVARRO AND JOSE ZUNIGA V. TRI-STAR LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from

participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department **[ ]** of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All objections or other correspondence must state the name and number of the case, which is *Cesar Navarro and Jose Zuniga v. Tri-Star Window Coverings, Inc.*, Los Angeles Superior Court Case No. BC697813.

Any Settlement Class member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: [www.lacourt.org](http://www.lacourt.org).

For more information on how to appear remotely, please visit the Court's website at <http://www.lacourt.org/division/civil/CI0040.aspx> and <https://www.lacourt.org/lacc/>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department **[ ]** of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment will be posted on the Settlement Administrator's website (**<http://.com>**).

#### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012 during regular court hours. Due to COVID, appointments are required for clerk's office services. Please visit the Court's website at [http://www.lacourt.org/newsmedia/uploads/142020529162327NR\\_Clerks\\_Office\\_05\\_29\\_20-FINAL.pdf](http://www.lacourt.org/newsmedia/uploads/142020529162327NR_Clerks_Office_05_29_20-FINAL.pdf) and <https://www.lacourt.org/> for information on how to make an appointment in the Clerk's Office. You may also contact Class Counsel using the contact information listed above for more information. You may also contact Class Counsel using the contact information listed above for more information.

The Court's final judgment and information about the Settlement will be posted on the Settlement Administrator's website (<http://www.>).

**PLEASE DO NOT CALL OR WRITE THE COURT, TRI-STAR, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>**.

**EXHIBIT C**

**EXHIBIT C**

**NOTICE OF INDIVIDUAL SETTLEMENT AWARD**

*CESAR NAVARRO AND JOSE ZUNIGA V. TRI-STAR WINDOW COVERINGS, INC.*

LOS ANGELES COUNTY SUPERIOR COURT CASE NO. BC697813

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City State Zip Code

**(III) Information Used to Calculate Your Individual Settlement Award:**

According to Tri-Star Window Coverings, Inc.'s records ("Tri-Star"):

- (a) You were employed by Tri-Star and worked a total of [ ] workweeks and was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through [PRELIMINARY APPROVAL DATE].
- (b) You were employed by Tri-Star and worked a total of [ ] workweeks and was, at least in part, compensated on a piece-rate basis, from March 13, 2017 through [PRELIMINARY APPROVAL DATE].
- (c) You [were/were not] separated from employment with Tri-Star during the time period March 13, 2015 through [PRELIMINARY APPROVAL DATE].

**Based on the above, your Individual Settlement Award is estimated to be \$ [ ].**

**(IV) If you disagree with items (a) – (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Tri-Star's records, Tri-Star's records will control unless you are able to provide documentation that establishes that Tri-Star's records are mistaken. If there is a dispute about whether Tri-Star's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**