

FILED
San Francisco County Superior Court

FEB 22 2021

CLERK OF THE COURT

BY: Jacqueline Alameda
Deputy Clerk

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

NEQUASHA POTTS individually, and on
behalf of other members of the general public
similarly situated; MARQUIS BERRY,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

DOLLS KILL, INC., an unknown business
entity; TRINET GROUP, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CGC19580228

Honorable Ethan P. Schulman
Department 302

CLASS ACTION

**[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 22, 2021
Time: 9:30 a.m.
Department: 302

Complaint Filed: October 23, 2019
Trial Date: None Set

1 This matter has come before the Honorable Garrett L. Wong in Department 610 of the
2 Superior Court of the State of California, for the County of San Francisco, on January 25, 2021 at
3 9:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Nequasha Potts and Marquis Berry and Proposed
5 Plaintiff Tatiana Benjamin (collectively, "Plaintiffs"), individually and on behalf of all others
6 similarly situated and other aggrieved employees and Fisher & Phillips LLP appears as counsel for
7 Defendants Dolls Kill, Inc. and Trinet HR III-A, Inc. ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class and PAGA Settlement,
13 attached as "EXHIBIT 1" to the Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for
14 Preliminary Approval of Class Action Settlement, as amended by Amendment No. 1 to Stipulation
15 of Class and PAGA Settlement ("Amendment No. 1"), attached as "EXHIBIT A" to the
16 Supplemental Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for Preliminary
17 Approval of Class Action Settlement (together, "Settlement," "Agreement," or "Settlement
18 Agreement"). This is based on the Court's determination that the Settlement falls within the range
19 of possible approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
22 Settlement Agreement.

23 3. The Court hereby grants Plaintiffs Nequasha Potts and Marquis Berry leave to file the
24 [Proposed] First Amended Class Action Complaint for Damages ("First Amended Complaint")
25 which is attached hereto as "EXHIBIT A." The First Amended Complaint will be deemed filed as
26 of the date of the entry of this Order, and will be the operative complaint in the action for purpose of
27 Settlement, including release of claims. Defendant shall have ten (10) court days from the entry of
28 this Order to file an Answer to the First Amended Complaint.

1 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
2 and reasonable. It appears to the Court that extensive investigation and research have been
3 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
4 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
5 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
6 further prosecution of the case. It further appears that the Settlement has been reached as the result
7 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

8 5. The Court preliminarily finds that the Settlement, including the allocations for the
9 Attorneys' Fees, Litigation Costs, Enhancement Payments, PAGA Amount, Administration Costs,
10 and payments to the Participating Class Members provided thereby, appear to be within the range
11 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
12 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
13 preliminarily finds that the monetary settlement awards made available to the Settlement Class
14 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
15 litigation relating to certification, liability, and damages issues.

16 6. The Court concludes that, for settlement purposes only, the proposed Settlement
17 Class meets the requirements for certification under section 382 of the California Code of Civil
18 Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all
19 members of the Settlement Class is impracticable; (b) common questions of law and fact
20 predominate, and there is a well-defined community of interest amongst the members of the
21 Settlement Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical
22 of the claims of the members of the Settlement Class; (d) Plaintiffs will fairly and adequately protect
23 the interests of the members of the Settlement Class; (e) a class action is superior to other available
24 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
25 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

26 7. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
27 defined as follows:
28

1 All current and former hourly-paid or non-exempt employees who were employed
2 by Dolls Kill, Inc. within the State of California during the time period from October
23, 2015 to October 1, 2020.

3 8. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the
4 Settlement Class ("Class Counsel").

5 9. The Court provisionally appoints Plaintiffs Nequasha Potts, Marquis Berry, and
6 Tatiana Benjamin as the representatives of the Settlement Class ("Class Representatives").

7 10. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
8 handle the administration of the Settlement ("Settlement Administrator").

9 11. As soon as practicable following the date on which the Court signs this Order and
10 grants preliminary approval of the Settlement, but no later than fourteen (14) calendar days of the
11 date on which the Court signs this Order, Defendants shall provide the Settlement Administrator
12 with the following information about each Settlement Class Member: name, last known home
13 address, last known e-mail address (if available), Social Security number, and number of Eligible
14 Workweeks ("Class List") in conformity with the Settlement Agreement.

15 12. The Court approves, both as to form and content, the Notice of Class Action
16 Settlement ("Notice") attached hereto as "**EXHIBIT B.**" The Notice shall be provided to Settlement
17 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
18 appears to fully and accurately inform the Settlement Class Members of all material elements of the
19 Settlement, of Settlement Class Members' right to be excluded from the Settlement by submitting
20 an request to be excluded from the Settlement ("Request for Exclusion") to the Settlement
21 Administrator, of Settlement Class Members' right to dispute the Eligible Workweeks credited to
22 each of them, and of each Participating Class Member's right and opportunity to object to the
23 Settlement by submitting a written objection to the Settlement Administrator. The Court further
24 finds that distribution of the Notice substantially in the manner and form set forth in the Settlement
25 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
26 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
27 persons entitled thereto. The Court further orders the Settlement Administrator to send the Notice
28 by first-class U.S. Mail and e-mail to all Settlement Class Members within fifteen (15) calendar days

1 of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

2 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Settlement. Any Settlement Class Member
4 may choose to be excluded from the Settlement by submitting a timely Request for Exclusion in
5 conformity with the requirements set forth in the Notice, to the Settlement Administrator,
6 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
7 Notice to Settlement Class Members ("Response Deadline"), or, in the case of a re-mailed Notice,
8 the Response Deadline will extended fifteen (15) calendar days. Any such person who timely and
9 validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any
10 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
11 appeal, or comment thereon. Settlement Class Members who have not submitted a timely and valid
12 request to be excluded from the Settlement (i.e., Participating Class Member) shall be bound by the
13 Settlement Agreement and any final judgment based thereon.

14 14. A Final Approval Hearing shall be held before this Court on
15 July 1, 2021 at 9:30 a.m. in
16 Department 302 of the San Francisco County Superior Court, located at 400 McAllister Street, San
17 Francisco, California 94102, to determine all necessary matters concerning the Settlement,
18 including: whether the proposed settlement of the action on the terms and conditions provided for in
19 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
20 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
21 contained in the Settlement should be approved as fair, adequate, and reasonable to the Settlement
22 Class Members; and determine whether to finally approve the requests for the Attorneys' Fees,
23 Litigation Costs, Enhancement Payments, and Administration Costs.

24 15. Class Counsel shall file a motion for final approval of the Settlement and for
25 Attorneys' Fees, Litigation Costs, Enhancement Payments, and Administration Costs, along with
26 the appropriate declarations and supporting evidence, including the Settlement Administrator's
27 declaration, by June 1, 2021, to be heard
28 at the Final Approval Hearing.

1 16. To object to the Settlement, a Settlement Class Member must submit their objection
2 to the Settlement Administrator by mail, postmarked on or before the Response Deadline. The
3 objection must be signed and must contain the information that is required, as set forth in the Notice,
4 including and not limited to the grounds for the objection.

5 17. The Settlement is not a concession or admission and shall not be used against
6 Defendants as an admission or indication with respect to any claim of any fault or omission by
7 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
10 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
12 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
13 implementation, interpretation, or enforcement of the Settlement.

14 18. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement.

19 19. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the
21 Settlement Class Members, and retains jurisdiction to consider all further applications arising out of
22 or connected with the Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: Feb. 22, 2021

By: 

The Honorable Ethan P. Schulman
Judge of the Superior Court

EXHIBIT A

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

NEQUASHA POTTS individually, and on
behalf of other members of the general public
similarly situated; MARQUIS BERRY,
individually, and on behalf of other members
of the general public similarly situated;
TATIANA BENJAMIN individually, and on
behalf of members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

DOLLS KILL, INC., an unknown business
entity; TRINET GROUP, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CGC19580228

Honorable Garret L. Wong
Department 610

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
AND ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GERAL ACT,
CAL. LABOR CODE § 2698 ET. SEQ.**

- (1) Violation of California Labor Code
§§ 510 and 1198 (Unpaid
Overtime);
- (2) Violation of California Labor Code
§§ 226.7 and 512(a) (Unpaid Meal
Period Premiums);
- (3) Violation of California Labor Code
§ 226.7 (Unpaid Rest Period
Premiums);
- (4) Violation of California Labor Code
§§ 1194, 1197, and 1197.1 (Unpaid
Minimum Wages);
- (5) Violation of California Labor Code
§§ 201 and 202 (Final Wages Not
Timely Paid);
- (6) Violation of California Labor Code
§ 204 (Wages Not Timely Paid
During Employment);
- (7) Violation of California Labor Code
§ 226(a) (Non-Compliant Wage
Statements);
- (8) Violation of California Labor Code
§ 1174(d) (Failure To Keep
Requisite Payroll Records);
- (9) Violation of California Labor Code
§§ 2800 and 2802 (Unreimbursed
Business Expenses);
- (10) Violation of California Business &
Professions Code §§ 17200, *et*
seq.;

(11) Violation of California Labor Code
§ 2698, *et seq.* (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs NEQUASHA POTTS ("Plaintiff POTTS") and MARQUIS BERRY ("Plaintiff BERRY"), individually, and on behalf of other members of the general public similarly situated, and TATIANA BENJAMIN ("Plaintiff BENJAMIN") individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act ("PAGA"), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employs individuals, and/or transact business in the State of California, County of San Francisco. At all relevant times, Defendants maintained their headquarters/"nerve center" within the State of California, County of San Francisco.

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PARTIES

5. Plaintiff NEQUASHA POTTS is an individual residing in the State of California.

6. Plaintiff MARQUIS BERRY is an individual residing in the State of California.

7. Plaintiff TATIANA BENJAMIN is an individual residing in the State of California.

8. Defendant DOLLS KILL, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Francisco.

9. Defendant TRINET GROUP, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Francisco.

10. At all relevant times, Defendant DOLLS KILL, INC. and Defendant TRINET GROUP, INC. were the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

11. At all times herein relevant, Defendants DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

12. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.

1 Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities
2 when the same have been ascertained.

3 13. Defendants DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through
4 100 will hereinafter collectively be referred to as "Defendants."

5 14. Plaintiffs further allege that Defendants directly or indirectly controlled or
6 affected the working conditions, wages, working hours, and conditions of employment of
7 Plaintiffs and the other class members so as to make each of said Defendants employers liable
8 under the statutory provisions set forth herein.

9 **CLASS ACTION ALLEGATIONS**

10 15. Plaintiffs bring this action on their own behalf and on behalf of all other members
11 of the general public similarly situated, and, thus, seek class certification under California Code
12 of Civil Procedure section 382.

13 16. The proposed class is defined as follows:

14 All current and former hourly-paid or non-exempt employees who worked for any
15 of the Defendants within the State of California at any time during the period from
16 October 23, 2015 to final judgment and who reside in California.

17 17. Plaintiffs reserve the right to establish subclasses as appropriate.

18 18. The class is ascertainable and there is a well-defined community of interest in the
19 litigation:

20 a. Numerosity: The class members are so numerous that joinder of all class
21 members is impracticable. The membership of the entire class is unknown
22 to Plaintiffs at this time; however, the class is estimated to be greater than
23 fifty (50) individuals and the identity of such membership is readily
24 ascertainable by inspection of Defendants' employment records.

25 b. Typicality: Plaintiffs' claims are typical of all other class members' as
26 demonstrated herein. Plaintiffs will fairly and adequately protect the
27 interests of the other class members with whom they have a well-defined
28 community of interest.

1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each
2 class member, with whom they have a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiffs have no
4 interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class action
15 will advance public policy objectives. Employers of this great state violate
16 employment and labor laws every day. Current employees are often afraid
17 to assert their rights out of fear of direct or indirect retaliation. However,
18 class actions provide the class members who are not named in the
19 complaint anonymity that allows for the vindication of their rights.

20 19. There are common questions of law and fact as to the class members that
21 predominate over questions affecting only individual members. The following common
22 questions of law or fact, among others, exist as to the members of the class:

23 a. Whether Defendants' failure to pay wages, without abatement or
24 reduction, in accordance with the California Labor Code, was willful;

25 b. Whether Defendants' had a corporate policy and practice of failing to pay
26 their hourly-paid or non-exempt employees within the State of California
27 for all hours worked and missed (short, late, interrupted, and/or missed
28 altogether) meal periods and rest breaks in violation of California law;

- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants failed to use the shift differential pay/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- e. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;

- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

20. At all times herein set forth, PAGA was applicable to Plaintiff BENJAMIN's employment by Defendants.

21. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

22. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

23. Plaintiff BENJAMIN was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff BENJAMIN and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

24. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff BENJAMIN, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the

1 specific provisions of the California Labor Code alleged to have been
2 violated, including the facts and theories to support the alleged
3 violations.

4 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the
5 employer and the aggrieved employer by certified mail that it does not
6 intend to investigate the alleged violation within sixty (60) calendar days
7 of the postmark date of the Employee's Notice. Upon receipt of the
8 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
9 (65) calendar days of the postmark date of the Employee's Notice, the
10 aggrieved employee may commence a civil action pursuant to California
11 Labor Code section 2699 to recover civil penalties in addition to any
12 other penalties to which the employee may be entitled.

13 25. On August 7, 2020, Plaintiff BENJAMIN provided written notice by certified
14 mail to the LWDA and to Defendants of the specific provisions of the California Labor Code
15 alleged to have been violated, including the facts and theories to support the alleged violations.
16 Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to
17 recover civil penalties, including unpaid wages and premium wages per California Labor Code
18 section 558 against Defendants, in addition to other remedies, for violations of California
19 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194,
20 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

21 **GENERAL ALLEGATIONS**

22 26. At all relevant times set forth herein, Defendants employed Plaintiffs and other
23 persons as hourly-paid or non-exempt employees within the State of California, including the
24 County of San Francisco.

25 27. Defendants, jointly and severally, employed Plaintiff POTTS as an hourly-paid,
26 non-exempt employee, from approximately May 2016 to approximately July 2016 and from
27 approximately August 2016 to March 2018 in the State of California.

28 ///

1 28. Defendants, jointly and severally, employed Plaintiff BERRY as an hourly-paid,
2 non-exempt employee, from approximately November 2015 to approximately February 2018, in
3 the State of California.

4 29. Defendants, jointly and severally, employed Plaintiff BENJAMIN as an hourly-
5 paid, non-exempt employee, from approximately November 2015 to approximately July 2017
6 in the State of California.

7 30. Defendants hired Plaintiffs and the other class members, classified them as
8 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
9 missed, short, late, and/or interrupted meal periods and/or rest breaks.

10 31. Defendants had the authority to hire and terminate Plaintiffs and the other class
11 members, to set work rules and conditions governing Plaintiffs' and the other class members'
12 employment, and to supervise their daily employment activities.

13 32. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs
15 and the other class members.

16 33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
17 class members.

18 34. Defendants continue to employ hourly-paid or non-exempt employees within the
19 State of California.

20 35. Plaintiffs and the other class members worked over eight (8) hours in a day, forty
21 (40) hours in a week, and/or over six (6) days in a workweek during their employment with
22 Defendants.

23 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
25 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
26 to pay them for all hours worked and missed meal periods and rest breaks in violation of
27 California law.

28 ///

1 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 certain wages for overtime compensation and that they were not receiving accurate overtime
4 compensation for all overtime hours worked. The deficiencies include, *inter alia*, requiring
5 Plaintiffs and the other class members to perform work overtime off-the-clock, the failure to
6 include earned commissions, non-discretionary bonuses, monetary and non-monetary incentives,
7 non-discretionary production and/or performance pay, and/or shift differentials to calculate the
8 regular rate of pay used to calculate the overtime rate.

9 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 failed to provide Plaintiffs and the other class members all required rest and meal periods during
11 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
12 thus they are entitled to any and all applicable premium wages. Defendants' failure included,
13 *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted
14 thirty (30) minute meal periods to Plaintiffs and the other class members. Plaintiffs and the other
15 class members were required to perform work during meal periods and rest periods, and Defendant
16 incentivized Plaintiffs and the other class members to forego statutorily required meal periods and
17 rest periods.

18 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control
20 over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other
21 class members a reasonable opportunity to take, and impeded or discouraged them from taking
22 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
23 for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted
24 meal breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

25 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
28 member's regular rate of pay when a meal period was missed, short, late, and/or interrupted, and

1 they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and
2 the other class member's regular rate of pay when a meal period was missed, short, late, and/or
3 interrupted.

4 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 failed to provide, authorize, and permit Plaintiffs and the other class members to take full,
6 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6)
7 hour and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten
8 (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
9 breaks in the middle of each work period. Defendant also required Plaintiffs and other putative
10 class members to remain on the premises during rest periods.

11 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members were entitled to receive
13 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
14 member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and
15 they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and
16 the other class members' regular rate of pay when a rest period was missed, short, late, and/or
17 interrupted.

18 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs and the other class members were entitled to receive
20 at least minimum wages for compensation and that they were not receiving at least minimum
21 wages for all hours worked.

22 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other class members were entitled to receive
24 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
25 wages, minimum wages, and meal and rest period premiums, and they did not, in fact, receive
26 all such wages owed to them at the time of their discharge or resignation.

27 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs and the other class members were entitled to receive

1 all wages owed to them during their employment. Plaintiffs and the other class members did not
2 receive payment of all wages, including overtime and minimum wages and meal and rest period
3 premiums, within any time permissible under California Labor Code section 204.

4 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other class members were entitled to receive
6 complete and accurate wage statements in accordance with California law, but, in fact, they did
7 not receive complete and accurate wage statements from Defendants. The deficiencies included,
8 *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class
9 members.

10 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
13 keep complete and accurate payroll records.

14 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to
16 reimbursement for necessary business-related expenses.

17 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that they had a duty to compensate Plaintiffs and the other class
19 members pursuant to California law, and that Defendants had the financial ability to pay such
20 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
21 to Plaintiffs and the other class members that they were properly denied wages, all in order to
22 increase Defendants' profits.

23 50. During the relevant time period, Defendants failed to pay overtime wages to
24 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
25 class members did not receive overtime compensation at one-and one-half times the regular rate
26 for all hours spent performing job duties in excess of eight (8) hours per day, forty (40) hours
27 per week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek
28 without overtime compensation for all overtime hours worked.

52. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

53. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

54. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

55. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

56. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

57. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

58. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

59. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

60. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

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61. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a week, or the first eight (8) hours worked on the seventh day of work in a workweek.

63. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

64. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

65. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or for the first eight (8) hours worked on the seventh day.

66. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

67. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

68. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and

attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

74. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than

1 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
2 rest period.

3 75. During the relevant time period, Plaintiffs and the other class members who were
4 scheduled to work for a period of time in excess of six (6) hours were required to work for
5 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
6 (30) minutes and/or rest period.

7 76. During the relevant time period, Plaintiffs' and other class members' meal
8 periods were missed, shortened, late, and/or were interrupted because Defendants required
9 them to perform and complete work duties, even when it resulted in missed, shortened, late, or
10 interrupted meal periods.

11 77. As a result, Defendants failed to relieve Plaintiffs and the other class members
12 of all duties, failed to relinquish control over Plaintiffs' and the other class members' activities,
13 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
14 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
15 later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to
16 take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work
17 for shifts lasting more than ten (10) hours.

18 78. During the relevant time period, Defendants intentionally and willfully required
19 Plaintiffs and the other class members to work during meal periods and failed to compensate
20 Plaintiffs and the other class members the full meal period premium for work performed during
21 meal periods.

22 79. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members the full meal period premium due pursuant to California Labor Code section
24 226.7.

25 80. Defendants' conduct violates applicable IWC Wage Order and California Labor
26 Code sections 226.7 and 512(a).

27 81. Pursuant to applicable IWC Wage Order and California Labor Code section
28 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one

1 additional hour of pay at the employee's regular rate of compensation for each work day that the
2 meal or rest period is not provided.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)**

6 82. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
7 through 81, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 83. At all times herein set forth, the applicable IWC Wage Order and California Labor
10 Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by
11 Defendants.

12 84. At all relevant times, California Labor Code section 226.7 provides that no
13 employer shall require an employee to work during any rest period mandated by an applicable
14 order of the California IWC.

15 85. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
19 hours or major fraction thereof" unless the total daily work time is less than three and one-half
20 (3 ½) hours.

21 86. During the relevant time period, Defendants required Plaintiffs and other class
22 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
23 period per each four (4) hour period worked.

24 87. During the relevant time period, Defendants willfully required Plaintiffs and the
25 other class members to work during rest periods and failed to pay Plaintiffs and the other class
26 members the full rest period premium for work performed during rest periods.

27 88. During the relevant time period, Defendants failed to pay Plaintiffs and the other
28 class members the full rest period premium due pursuant to California Labor Code section 226.7

89. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

90. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

93. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing work duties.

94. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

95. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee

1 minimum wages.

2 96. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
3 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
4 unpaid and interest thereon.

5 **FIFTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 201 and 202)**

7 **(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)**

8 97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
9 through 96, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 98. At all relevant times herein set forth, California Labor Code sections 201 and 202
12 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately, and if an employee quits his or her employment, his
14 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
15 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
16 which case the employee is entitled to his or her wages at the time of quitting.

17 99. During the relevant time period, Defendants intentionally and willfully failed to
18 pay Plaintiffs and the other class members who are no longer employed by Defendants their
19 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
20 Plaintiffs and other class members were not paid at the time of their discharge wages earned
21 and unpaid throughout their employment, including but not limited to, minimum wages for
22 time worked off-the-clock to perform work duties, and for meal and rest period premium
23 payments.

24 100. Defendants' failure to pay Plaintiffs and the other class members who are no
25 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
26 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
27 202.

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101. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

102. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

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107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

108. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 108, and each and every part thereof with the same force and effect as though fully set forth herein.

110. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

111. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the

1 other class members.

2 112. As a result of Defendants' violation of California Labor Code section 226(a),
3 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
4 protected rights.

5 113. More specifically, Plaintiffs and the other class members have been injured by
6 Defendants' intentional and willful violation of California Labor Code section 226(a) because
7 they were denied both their legal right to receive, and their protected interest in receiving,
8 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

9 114. Plaintiffs and the other class members are entitled to recover from Defendants the
10 greater of their actual damages caused by Defendants' failure to comply with California Labor
11 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

12 115. Plaintiffs and the other class members are also entitled to injunctive relief to
13 ensure compliance with this section, pursuant to California Labor Code section 226(h).

14 **EIGHTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 1174(d))**

16 **(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)**

17 116. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 115, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 117. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
21 central location in the state or at the plants or establishments at which employees are employed,
22 payroll records showing the hours worked daily by and the wages paid to, and the number of
23 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
24 respective plants or establishments. These records shall be kept in accordance with rules
25 established for this purpose by the commission, but in any case shall be kept on file for not less
26 than two years.

27 118. Defendants have intentionally and willfully failed to keep accurate and complete
28 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other

1 class members.

2 119. As a result of Defendants' violation of California Labor Code section 1174(d),
3 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
4 protected rights.

5 120. More specifically, Plaintiffs and the other class members have been injured by
6 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
7 they were denied both their legal right and protected interest, in having available, accurate and
8 complete payroll records pursuant to California Labor Code section 1174(d).

9 **NINTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 2800 and 2802)**

11 **(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)**

12 121. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 120, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 122. Pursuant to California Labor Code sections 2800 and 2802, an employer must
16 reimburse its employee for all necessary expenditures incurred by the employee in direct
17 consequence of the discharge of his or her job duties or in direct consequence of his or her
18 obedience to the directions of the employer.

19 123. Plaintiffs and the other class members incurred necessary business-related
20 expenses and costs that were not fully reimbursed by Defendants.

21 124. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
22 other class members for all necessary business-related expenses and costs.

23 125. Plaintiffs and the other class members are entitled to recover from Defendants
24 their business-related expenses and costs incurred during the course and scope of their
25 employment, plus interest accrued from the date on which the employee incurred the necessary
26 expenditures at the same rate as judgments in civil actions in the State of California.

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TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

127. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

128. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

129. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

130. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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131. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

132. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences October 23, 2015; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, *et seq.*)

(Against DOLLS KILL, INC., TRINET GROUP, INC., and DOES 1 through 100)

133. Plaintiff BENJAMIN incorporates by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

134. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

135. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

136. Plaintiff BENJAMIN and the other hourly-paid or non-exempt employees, are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

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Failure to Pay Overtime

137. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

138. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

139. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

140. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

141. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201, 201.3 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 201.3 and 202.

Failure to Timely Pay Wages During Employment

142. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

143. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair

activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

144. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

145. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

146. Pursuant to California Labor Code section 2699, Plaintiff BENJAMIN, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for

1 each subsequent violation; and

2 d. Any and all additional penalties and sums as provided by the California
3 Labor Code and/or other statutes.

4 147. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
5 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
6 and Workforce Development Agency for the enforcement of labor laws and education of
7 employers and employees about their rights and responsibilities and twenty-five percent (25%)
8 to the aggrieved employees.

9 148. Further, Plaintiff BENJAMIN is entitled to seek and recover reasonable
10 attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and
11 any other applicable statute.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiffs POTTS and BERRY, individually, and on behalf of other members of the
14 general public similarly situated, and Plaintiff BENJAMIN, individually, and on behalf of other
15 members of the public similarly situated, and on behalf of other aggrieved employees pursuant
16 to the California Private Attorneys General Act, request a trial by jury.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs POTTS and BERRY, individually, and on behalf of other
19 members of the general public similarly situated, and Plaintiff BENJAMIN, individually, and on
20 behalf of other members of the public similarly situated, and on behalf of other aggrieved
21 employees pursuant to the California Private Attorneys General Act, pray for relief and judgment
22 against Defendants, jointly and severally, as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action as to the first ten causes of action;
25 2. That Plaintiffs be appointed as the representatives of the Class as to the first ten
26 causes of action;
27 3. That counsel for Plaintiffs be appointed as Class Counsel; and
28 4. That Defendants provide to Class Counsel immediately the names and most

1 current/last known contact information (address, e-mail and telephone numbers) of all class
2 members.

3 **As to the First Cause of Action**

4 5. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
6 all overtime wages due to Plaintiffs and the other class members;

7 6. For general unpaid wages at overtime wage rates and such general and special
8 damages as may be appropriate;

9 7. For pre-judgment interest on any unpaid overtime compensation commencing
10 from the date such amounts were due;

11 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Labor Code section 1194; and

13 9. For such other and further relief as the Court may deem just and proper.

14 **As to the Second Cause of Action**

15 10. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
17 provide all meal periods (including second meal periods) to Plaintiffs and the other class
18 members;

19 11. That the Court make an award to Plaintiffs and the other class members of one
20 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
21 period was not provided;

22 12. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 13. For premium wages pursuant to California Labor Code section 226.7(c);

25 14. For pre-judgment interest on any unpaid wages from the date such amounts were
26 due;

27 15. For reasonable attorneys' fees and costs of suit incurred herein; and

28 16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

///

1 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections 17200,
6 *et seq.*;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to California
10 Business and Professions Code sections 17200, *et seq.*; and

11 58. For such other and further relief as the Court may deem just and proper.

12 **As to the Eleventh Cause of Action**

13 59. For civil penalties and wages pursuant to California Labor Code sections
14 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code
15 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
16 1198, 2800, and 2802; and

17 60. For such other and further relief as the Court may deem equitable and appropriate.

18 Dated: December 24, 2020

LAWYERS for JUSTICE, PC

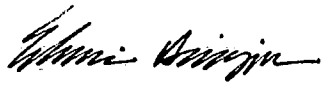
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20 By: 
21 Edwin Aiwazian
22 Attorneys for Plaintiffs
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EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Nequasha Potts, et al. v. Dolls Kill, Inc., et al.
San Francisco Superior Court Case No. CGC19580228

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of San Francisco (the "Court"), in the case of *Nequasha Potts, et al. v. Dolls Kills, Inc., et al.*, Case No. CGC19580228 (the "Action"), preliminary approval of a proposed class action settlement was granted on [preliminary approval date]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiffs Nequasha Potts, Marquis Berry, and Tatiana Benjamin ("Plaintiffs") and Defendants Dolls Kill, Inc. and Trinet HR III-A, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the Action, which may affect your legal rights.

I. DEFINITIONS

"Settlement Class" means all current and formerly hourly-paid or non-exempt employees who were employed by Dolls Kill, Inc. within the State of California during the Class Period.

"Class Period" means the time period from October 23, 2015 through October 1, 2020.

"Settlement Class Member" means an individual who falls within the definition of the Class.

II. BACKGROUND OF THE LAWSUITS

The Action was commenced when Plaintiffs Nequasha Potts and Marquis Berry filed a Class Action Complaint for Damages against Defendants on April 26, 2019, in the San Francisco Superior Court. On [redacted], Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint").

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide accurate itemized wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* as well as conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"), with respect to Plaintiffs and other putative class members. Plaintiffs seek, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendants have denied and continue to deny all of the allegations in the Action or that they violated any law and contend that at all times they have complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on [preliminary approval date]. The Court has preliminary

appointed Plaintiffs as representatives of the Class ("Class Representatives"), and has preliminarily appointed the following Plaintiffs' counsel as counsel for the Class ("Class Counsel"):

Lawyers for Justice, PC
Edwin Aiwanian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Settlement Class Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by the Defendants that the claims in the Action have merit or that the Defendants have any liability to the Plaintiffs or to the Settlement Class Members.** Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Plaintiffs and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The maximum settlement consideration to be paid by Defendants is Four Hundred Thousand Dollars (\$400,000) (the "Gross Settlement Amount"). \$75,000 of the Gross Settlement Amount has been allocated toward penalties under PAGA ("PAGA Amount"), of which \$56,250 will be distributed to the Labor and Workforce Development Agency ("LWDA") and \$18,750 will remain part of the Net Settlement Amount for distribution to Participating Class Members.

The portion of the Gross Settlement Amount that is available for payment to Settlement Class Members who do not submit timely and valid Requests for Exclusion ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount is the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys' fees to Class Counsel in an amount not to exceed 35% of the Gross Settlement Amount (i.e., not to exceed \$140,000) ("Attorneys' Fees") and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$15,000 ("Litigation Costs"); (2) payment in the amount of \$7,500 each (\$22,500 total) to Plaintiffs for their services in the Action ("Enhancement Payments"); (3) payment to the LWDA in the amount of \$56,250 for its seventy-five percent (75%) share of the PAGA Amount ("LWDA Payment"); and (4) payment to Phoenix Settlement Administrators (the "Settlement Administrator") for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$15,000 ("Administration Costs").

Settlement Class Members are eligible to receive a share of the Net Settlement Amount based on the number of weeks worked during the Class Period in which the Settlement Class Member worked for Defendants as an hourly-paid or non-exempt employee in California ("Eligible Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the number of Eligible Workweeks of all Settlement Class Members to yield a "Weekly Amount" and then multiplied the Weekly Amount by each Settlement Class Member's individual number of Eligible Workweeks to yield his or her estimated share of the Net Settlement Amount.

Each Participating Class Member's share of the Net Settlement Amount will be allocated twenty-five percent (25%) to wages (to be reported on an IRS Form W2) and seventy-five percent (75%) as interest and penalties (to be reported on an IRS Form 1099, if required). Each Participating Class Member's share of the Net Settlement Amount will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion, resulting in a net payment to the Participating Class Member ("Individual Settlement Payment").

If a Participating Class Member fails to cash, deposit, or negotiate his or her Individual Settlement Payment check within 180 calendar days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to the State Controller to be held for the Participating Class Member per California Unclaimed Property Law.

Individual Settlement Payment checks will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendants' Records

The Workweeks of each Settlement Class Member were calculated based on Defendants' records. According to Defendants' records:

Between October 23, 2015 through October 1, 2020, you worked for Dolls Kill, Inc. in California as a non-exempt employee for [REDACTED] Eligible Workweeks.

If you wish to dispute the number of Eligible Workweeks credited to you, you must timely submit a fully completed written dispute ("Workweek Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before [Response Deadline]**, at the address listed in Section IV.B below. The Workweeks Dispute must: (1) contain the case name and number of the Action (*Nequasha Potts v. Dolls Kills, Inc.* Case No. CGC19580228); (2) contain your full name, address, telephone number, and the last four digits of your Social Security number; (3) clearly state that you wish to dispute the number of Eligible Workweeks attributed to you and number of Eligible Workweeks you contend is the correct number to be credited to you; and (4) include information and/or documentation showing that the number of Eligible Workweeks you contend should be credited to you is correct.

C. Your Estimated Settlement Share

As explained above, your estimated share of the Net Settlement Amount is based on the number of Eligible Workweeks credited to you. Based on your Eligible Workweeks:

Your share of the Net Settlement Amount is estimated to be \$[REDACTED].

Your share of the Net Settlement Amount is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Settlement Share, and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your share of the Net Settlement Amount reflected on this Notice is only an estimate. Your actual share of the Net Settlement Amount may be higher or lower than estimated.

D. Released Claims

Upon the Effective Date, the Released Parties shall receive from all Settlement Class Members who do not request exclusion from the Settlement (i.e., Participating Class Members) a release of the Released Claims.

"Released Parties" means Defendants and Defendants' parents, subsidiaries, affiliates, their insurers, attorneys and all agents thereof.

"Released Claims" means any and all claims and causes of action, contingent or accrued, arising during the Class Period from the facts and claims asserted in the First Amended Complaint for wage-and-hour violations, or any other claims or causes of action that could have reasonably been asserted in the Action, based upon the facts alleged for: failure to provide meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; record keeping violations; failure to reimburse business expenses; failure to provide compliant wage statement; failure to timely pay wages during employment and upon separation; unfair business practices; and civil penalties under PAGA, and any other applicable provisions, including the applicable IWC wage orders.

E. Attorneys' Fees and Litigation Costs

Class Counsel will seek Attorneys' Fees in an amount of up to \$140,000 and Litigation Costs in an amount of up to \$15,000 subject to approval by the Court. All Attorneys' Fees and Litigation Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Settlement Class Members

on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

In consideration for their services and responsibilities in the Action, Plaintiffs Nequasha Potts, Marquis Berry, and Tatiana Benjamin will seek Enhancement Payments in the amount of \$7,500 each, or \$22,500 total, to be paid from the Gross Settlement Amount, subject to approval by the Court. If awarded, the Enhancement Payments will be paid to Plaintiffs in addition to the Individual Settlement Payments that they are entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Administration Costs are estimated not to exceed \$15,000 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Settlement Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payment amounts, and distributing payments and tax forms under the Settlement. Administration Costs will be paid from the Gross Settlement Amount to the Settlement Administrator, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. Unless you elect to exclude yourself from the Settlement, you will automatically receive your Individual Settlement Payment as indicated above in this Notice, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D. As a member of the Settlement Class, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, and do not wish to receive payment under this Settlement, you may seek exclusion from the Settlement by submitting a written request to opt out of the Settlement ("Request for Exclusion") to the Settlement Administrator by mail, that is postmarked **on or before [Response Deadline]**, at the following address:

Phoenix Administrators
[Mailing Address]

A Request for Exclusion must: (1) contain your full name, address, telephone number and the last four digits of your Social Security number; (2) be signed by you; (3) contain the case name and number of the Action (*Nequasha Potts v. Dolls Kills, Inc.* Case No. CGC19580228); and (4) clearly state that you request to be excluded from the Settlement.

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement by mailing a written objection to the Settlement Administrator ("Objection") that is timely and complete, and you may do so as long as you have not submitted a Request for Exclusion. However, if the Court rejects your Objection, you will still be bound by the terms of the Settlement.

The Objection must be mailed to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the address listed in Section IV.B above.

The Objection must contain: (1) your full name, address, last four digits of your Social Security number, and signature; (2) the case name and number of the Action (*Nequasha Potts v. Dolls Kills, Inc.* Case No. CGC19580228); (3) a clear statement explaining the grounds for the objection, along with all supporting papers; and (4) whether you, or someone on your behalf, intend to appear at the Final Approval Hearing.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Department 610 of the San Francisco Superior Court, Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for payment of Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which can be found at the following web address hosted by the Settlement Administrator: [Dedicated Settlement Website URL].

The Settlement Agreement and other papers are also on file with the Civil Records Division, located at the Civic Center Clerk's Office, 400 McAllister St., Room 103, Window 28 San Francisco, CA 94102-4514.

Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the San Francisco Superior Court's website, using the Case Query System, at the following web address: <https://webapps.sftc.org/ci/CaseInfo.dll>. To look up and access documents and information on the Court's systems, you will need to use the case number of the Action.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANTS FOR INFORMATION REGARDING THIS SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.