

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses the action *Lopez v. Villagrana Logistics, Inc., et al.*, San Bernardino Superior Court Case No. CIVDS2022538.

This Agreement is entered into between Plaintiff FABRICIO LOPEZ RIVERA (“Plaintiff”), individually and on behalf of all others similarly situated, as well as on behalf of the State of California in his capacity as a private attorney general, on the one hand, and Defendants VILLAGRANA LOGISTICS, INC. (“Villagrana”) and AMAZON LOGISTICS, INC. (“Amazon,” and collectively with Villagrana, the “Defendants”), on the other hand.

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon Final Court approval, contains the essential terms of the Parties’ agreement. Plaintiff and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

I. DEFINITIONS

1. Action

“Action” means the civil action filed by Plaintiff entitled *Fabricio Lopez Rivera v. Villagrana Logistics, Inc., et al.*, San Bernardino Superior Court Case No. CIVDS2022538.

2. Class Counsel

“Class Counsel” means Kane Moon, Allen Feghali and Edwin Kamarzarian of Moon & Yang, APC, who, subject to Court approval, shall act as counsel for the Settlement Class and

Plaintiff in his representative capacity on behalf of the State of California.

3. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action, and Class Counsel’s expenses and legal costs incurred in connection with this Action.

4. Class Information

“Class Information” or “Class Data” means information regarding Class Members compiled from Villagrana’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member’s full name; last known address; social security number; dates of employment; and additional information sufficient for the Settlement Administrator to determine the Eligible Workweeks and Eligible Pay Periods for each Class Member and each PAGA Member.

5. Class Members

“Class Members” means all individuals who are or previously were employed by Villagrana in California as non-exempt employees at any time during the Class Settlement Period

6. “Class Settlement Period”

“Class Settlement Period” means the period from June 10, 2018, through the Preliminary Approval Date, subject to section III.7 below.

7. Class Representative

“Class Representative” means Plaintiff Fabricio Lopez Rivera.

8. Class Representative’s Enhancement Award

“Class Representative’s Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of

the Action and in return for executing a general release with Defendants.

9. Class Representative's Released Claims

“Class Representative’s Released Claims” means all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representative’s relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representative further covenants that he will not become a member of any other legal actions against the Released Parties asserting any of Class Representative’s Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

10. Complaint

“Complaint” means the Fourth Amended Complaint attached hereto as **Exhibit 3**, for which Plaintiff will seek leave to file in connection with preliminary approval of this Settlement.

11. Court

“Court” means the Superior Court for the County of San Bernardino.

12. Defendants

“Defendants” means Defendants Villagrana Logistics, Inc. and Amazon Logistics, Inc.

13. Effective Date

“Effective Date” means the date on which the Court’s order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty-five (65) days after the day the Court issues the “Final Approval Order” granting approval of this Settlement if no objections or other challenges to the settlement are filed, or if any such objection or challenge is withdraw prior to the entry of the Final Approval Order ; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

14. Eligible Workweek

“Eligible Workweek” means any workweek in which a Class Member worked for any amount of time for Villagrana during the Class Settlement Period according to Villagrana’s records.

15. Eligible Pay Periods

“Eligible Pay Period” means any pay period in which a PAGA Member worked for any amount of time for Villagrana during the PAGA Settlement Period according to Villagrana’s records.

16. Final Approval Hearing

“Final Approval Hearing” means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

17. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties, in a form substantially similar to **Exhibit 1** hereto. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

18. Gross Settlement Amount

“Gross Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendants, which includes: the Individual Settlement Payments to Participating Class Members; payment of Settlement Administration Costs as approved by the Court; any Class Representative’s Enhancement Award to Plaintiff as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court; and the PAGA Payment. Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by Villagrana, separate and apart from the Gross Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Stipulation.

19. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA

Members that shall, in the aggregate, comprise 25% of the PAGA Payment, namely \$10,000.00 as consideration for Settlement of claims for civil penalties under PAGA.

20. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

21. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

22. LWDA PAGA Payment

“LWDA PAGA Payment” means the payment to be made to the LWDA as its 75% share of the PAGA Payment, namely \$30,000.00 as consideration for Settlement of claims for civil penalties under PAGA.

23. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount less Court-approved Class Counsel Award, Class Representative’s Enhancement Award, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

24. Notice of Class Action Settlement

“Notice of Class Action Settlement” means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit 2** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

25. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

26. PAGA Members

“PAGA Members” means all individuals who are or previously were employed by Villagrana in California as non-exempt employees at any time during the PAGA Settlement Period.

27. PAGA Notice Letter

“PAGA Notice Letter” refers to the October 9, 2020 PAGA Notice Letter filed by Plaintiff with the LWDA.

28. PAGA Payment

“PAGA Payment” means a gross payment in the aggregate of \$40,000.00 that is comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

29. PAGA Settlement Period

“PAGA Settlement Period” means all means the period from October 9, 2019, through the Preliminary Approval Date.

30. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

31. Parties

“Parties” means Plaintiff and Defendants, collectively.

32. Plaintiff

“Plaintiff” means Plaintiff Fabricio Lopez Rivera.

33. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

34. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

35. Released Class Claims

“Released Class Claims” shall mean any and all claims and/or causes of action under any state, local or federal law or administrative order by Participating Class Members against Released Parties that were or could have been pled based on the allegations of the original and amended Complaints and the PAGA Notice Letter, including but not limited to, any claim for: (1) unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (2) meal period violations, including claims

for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (3) rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (4) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) untimely payment of final wages under Labor Code sections 201-203; (6) failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) unreimbursed business expenses; (8) untimely wage payments to current employees under Section 204; (9) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.* based on any of the facts and violations alleged in the Action or the PAGA Notice Letters; and (10) any claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged in the Action or the PAGA Notice Letter. The period of the Released Class Claims will be the Class Settlement Period.

36. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of action for PAGA penalties against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Action as well as in any and all of the PAGA Notice Letters for violations of Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 510, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, 2698, and 2699 *et seq.* and sections of the applicable wage order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys' fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include (1) claims for unpaid wages, including

claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (2) claims for meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (3) claims for rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (4) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) claims for untimely payment of final wages under Labor Code sections 201-203; (6) claims regarding the alleged failure to maintain and produce required records in violation of Labor Code section 1174, 1174.5, and the applicable IWC Wage Order; (7) claims for unreimbursed business expenses; (8) claims for untimely wage payments to current employees under Section 204; and (9) any other claims and penalties under the wage and hour laws alleged in the Action and in the PAGA Notice Letter. The period of the Released PAGA Claims will be the PAGA Settlement Period.

37. Released Parties

“Released Parties” means Defendants and any of their former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees.

38. Request for Exclusion

“Request for Exclusion” means a letter setting forth a Class Member’s name, present

address, and a statement electing to be excluded from the class Settlement. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class Action Settlement.

39. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve written objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement.

40. Settlement

“Settlement” or “Agreement” means this Class and Representative Settlement Agreement and Release.

41. Settlement Administrator

“Settlement Administrator” means Phoenix Settlement Administrators, the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

42. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

II. RECITALS

1. Procedural History.

Plaintiff filed a PAGA letter naming Villagrana and Amazon on October 9, 2020. Plaintiff then initiated this action by filing a Class Action Complaint on October 13, 2020, in San

Bernardino County Superior Court. On January 15, 2021, Plaintiff filed a First Amended Complaint to add his PAGA cause of action. On February 3, 2021, Plaintiff filed a Second Amended Complaint, dropping his individual and class causes of action. On July 27, 2021, Plaintiff filed his Third Amended Complaint. Defendants have filed answers, denying all allegations in the complaints.

On December 6, 2022, the Parties attended mediation with experienced wage and hour mediator Tripper Ortman and arms-length settlement negotiations between the Parties resulted in this class and PAGA Settlement.

Before the mediation and to advance the mediation, Villagrana produced extensive documentation including time and pay data, policy documents, class size information, pay period and workweek information and information regarding the hourly rates. Villagrana provided information sufficient to enable Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Action, dispute the damages and penalties claimed by Plaintiff, and further contend that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Actions. Defendants contend, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members' and PAGA Members employment with Villagrana. Amazon specifically denies that it employed any of the Class Members and PAGA Members. Amazon further denies any joint employer

relationship with Villagrana. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants collectively or individually, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendants to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendants deny any liability, Defendants are agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

2. Benefits of Settlement to Class and PAGA Members.

Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate his disputes through trial and through any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel are also aware that Plaintiff and the Class Members are parties to arbitration agreements with class and representative action waivers that could result in an order compelling arbitration and preclude the Action from proceeding on a class or representative basis. Plaintiff and Class Counsel have considered Defendants' agreement to enter into a settlement that confers substantial relief upon the Class Members and PAGA Members. Based on the foregoing, Class Counsel has concluded that settlement for the consideration and on the terms set forth in this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Members in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendants, numerous potential appellate issues, and other risks inherent in litigation.

3. Defendants' Reasons for Settlement.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendants continue to contend that they are not liable or jointly and severally liable for any of the claims set forth by Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the

terms set forth in this Agreement to put to rest the claims in the Action. Defendants contend that they have complied with all applicable state, federal, and local laws.

4. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Defendants have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendants. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

Upon the Effective Date and payment by Defendants of all funds due under the terms of this Settlement, Plaintiff and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. Release as To All PAGA Members.

Upon the Effective Date and payment by Defendants of all funds due under the terms of this Settlement, as representatives of the State of California and on behalf of the LWDA and the PAGA Members, fully and finally release the Released Parties from the PAGA Released Claims

for the PAGA Settlement Period. These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiff

As of the Effective Date and payment by Defendants of all funds due under the terms of this Settlement, Plaintiff releases the Released Parties from all the Class Representative's Released Claims. Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which Plaintiff now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Villagrana and alleged employment with Amazon.

4. Amendment of Complaint and Preliminary Approval of Settlement.

In order to effectuate this class and PAGA Settlement and for settlement purposes only, the Parties will seek leave for the filing of a Fourth Amended Complaint, attached hereto as **Exhibit 3**, in connection with preliminary approval of this settlement. Defendants will not be required to respond to the Fourth Amended Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the Fourth Amended Complaint shall be null and void, and the Third Amended Complaint shall be the operative pleading.

Plaintiff will move the Court to grant preliminary approval of this Settlement, granting leave for the filing of the Fourth Amended Complaint, certifying the Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiff shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the preliminary approval of the Settlement, and the entry of a Preliminary Approval Order: (a) conditionally certifying of the Class for settlement purposes only; (b) preliminarily approving the proposed Settlement; and (c) setting a date for Final Approval. Class Counsel agrees to provide Counsel for Defendants with drafts of the Motion for Preliminary Approval and any other documents Plaintiff intends to submit in support of their Motion for Preliminary Approval in advance of the filing of such documents at least seven days before filing to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably consider incorporating the comments from Counsel for Defendants. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval.

Concurrently with the filing of the Motion for Preliminary Approval, Plaintiff will, pursuant to California Labor Code § 2699(*l*), provide notice of the proposed Settlement to the LWDA. The Parties intend and believe that the notice pursuant to the procedures described in this section complies with the requirements of the PAGA.

5. Settlement Administrator.

Within twenty-one (21) days of the Court granting Preliminary Approval of this Agreement, Villagrana shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not

disclose such data to any persons or entities, except that relevant information can be provided to Class Counsel as necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against any of the Released Parties and will only be used to administer the Settlement under the terms provided herein.

a. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) days of receipt of the Class Information from Villagrana, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall

promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Class Members and PAGA Members who disagree with the number of Eligible Workweeks or Eligible Pay Periods stated on their Notice of Class Action Settlement may provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Members and PAGA Members' eligibility for, and the amounts of, Individual Settlement Payment and Individual PAGA Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendants' records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address and telephone number of the Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the class portion of the Settlement will not be entitled to any recovery under the class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the class settlement. However, any Request for Exclusion has no effect to the PAGA portion of this Settlement; PAGA Members cannot request exclusion from the PAGA Settlement and will receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall become a Participating Class Member who is bound by all terms of the Settlement and any Final Judgment entered in this Action.

No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all Class Members who have timely submitted a Request for Exclusion.

f. Objections.

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person (or other method of personal appearance permitted by the

court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendants with this notice no later than the Response Deadline. Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

6. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or Requests for Exclusion, or to appeal from the Court’s Final Judgment.

7. Gross Settlement Amount and Escalator Provision

Defendants shall pay a non-reversionary amount not to exceed Four Hundred Thousand Dollars (\$400,000) as the Gross Settlement Amount to resolve the Action on a class and representative basis. Villagrana identified approximately 37,568 workweeks in the Settlement Class Period as of the December 6, 2022 mediation. In the event that the actual number of

workweeks in the Class Settlement Period exceeds 37,568 by more than 10% (i.e., more than 41,325), then at Defendants' option, either (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% the actual number of workweeks exceeds the 37,568 estimate (i.e., if the workweeks during the Class Settlement Period are 41,831, which is 11% greater than the estimate at mediation, then the Gross Settlement Amount increases by 1% to \$404,000); or (b) the Class Settlement Period shall end as of the date the workweeks during the Class Settlement Period reach 41,325 workweeks rather than the Preliminary Approval Date.

8. Funding of the Qualified Settlement Fund.

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions for paying the Gross Settlement Amount (\$400,000.00) into the QSF. The Settlement Administrator will also inform Villagrana of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than fourteen (14) days after the Effective Date, Defendants shall fund the QSF.

9. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative's Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$182,500.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount:	\$400,000.00
Requested Class Rep. Enhancement Award:	\$7,500
Requested Class Counsel Fees:	\$132,000
Requested Class Counsel Costs (not to	Up to \$18,000.00

exceed):

PAGA Payment to LWDA:	\$30,000.00
PAGA Payment to PAGA Members	\$10,000.00
Settlement Administrator Costs (not to exceed):	\$20,000.00
Net Settlement Amount	\$182,500.00

This is a non-reversionary Settlement in which Defendants will pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid by Villagrana and paid separately from, and in addition to, the Gross Settlement Amount. Any award of less than the amounts requested for the Class Representative Enhancement Award, Settlement Administration Costs, Class Counsel Fees and Costs will be allocated to the Net Settlement Amount and distributed to the Participating Class Members.

10. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) First, using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Settlement Period; this sum shall be known as the workweek total; (ii) Second, the Settlement Administrator will divide the Net Settlement Amount by the workweek total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) Third, the Settlement Administrator will multiply the number of

Eligible Workweeks of a Participating Class Member during the Class Settlement Period by the Workweek Value to determine that Participating Class Member's Individual Settlement Payment.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) days after Defendants fully fund the settlement.

11. PAGA Payments.

A total amount of \$40,000.00 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount will be the LWDA PAGA Payment to paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount; in no event shall Defendants be required to pay in excess of the Gross Settlement Amount.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) days after Defendants fully fund the settlement.

The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Eligible Pay Periods. Individual PAGA Payments

shall be mailed by regular First-Class U.S. Mail to each PAGA Member's last known mailing address within fifteen (15) days after Defendants fully fund the settlement.

12. Class Representative's Enhancement Award.

Plaintiff will make an application to the Court for a Class Representative's Enhancement Award of up to \$7,500.00. The Class Representative's Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fifteen (15) days after Defendants fully fund the Settlement. The Class Representative's Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Class Member and Individual PAGA Payment as a PAGA Member. Any amount requested by Plaintiff for the Class Representative's Enhancement Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representative's Enhancement Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

13. Class Counsel Award.

Class Counsel will file a motion for attorneys' fees in the amount of up to thirty-three percent (33%) of the Gross Settlement Amount, not to exceed \$132,000, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$18,000.00, to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) days after checks are issued to Class Members. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. This Settlement is not contingent upon the Court

awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

14. Tax Treatment.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual Settlement Payments shall be allocated as follows: 33% wages and expenses and 67% penalties and interest. The 33% portion of Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments under this Agreement. Villagrana shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages and expenses, which amount shall be paid separately from the Gross Settlement Amount. Plaintiff, any Participating Class Member and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income

tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendants make no representation, and it is understood and agreed that Defendants have made no representation, as to the taxability to any Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative's Enhancement Award to the Class Representative. The Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendants, the Class Representative, and Class Counsel agree that each Class and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

15. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax

strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

16. Unclaimed Settlement Payment(s).

After one hundred and eighty (180) days of the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks shall be deposited to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her Individual Settlement Payment or Individual PAGA Payment check. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payments, and Defendants will not be required to pay any interest on said amount.

As part of the administration, one hundred (100) days before the Individual Settlement Payment and Individual PAGA Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Participating Class Members and PAGA Members whose settlement checks were not returned undeliverable and who have not cashed their checks.

17. Settlement Administrator Costs.

The Parties agree to allocate up to \$20,000.00 of the Gross Settlement Amount for Settlement Administrator Costs. Upon filing the motion for Final Approval, Plaintiff will request the Court to award an amount equal to the actual administration costs. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) days after

Defendants fully fund the settlement.

18. Settlement Administrator Responsibilities.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members; receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiff, Class Counsel, Participating Class Members, the LWDA and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Settlement Payments or PAGA Members' Individual PAGA Payments; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendants and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendants and Defendants' Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other

distribution of monies contemplated by this Agreement.

19. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative's Enhancement Award; (iii) Individual Settlement Payments; (iv) PAGA Payment to the LWDA and PAGA Members and (v) Settlement Administrator Costs.

20. Final Approval Order.

Plaintiff will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiff will request that the Final Approval Order certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order. Plaintiff shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorneys' Fees, Costs, and Class Representative's Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendants with drafts of all documents Plaintiff intends to submit in support of the Motion for Final Approval and application for attorneys' fees and costs in advance of the filing of such documents at least seven days in advance of filing to allow Counsel for Defendants a reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Counsel for Defendants. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order.

21. Nullification of Settlement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

To the extent that more than 5% of Class Members submit valid Requests for Exclusion, Defendants have the option to nullify this Settlement within ten (10) days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Class Counsel. If Defendants exercise this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed.

22. Conditional Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite elements for class or representative treatment of any of the claims in the Action.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (ii) Defendants are liable to Plaintiff or any Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendants expressly reserve all rights to

challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all purposes.

23. No Publicity

Prior to preliminary approval, the Parties agree not to disclose the terms of this settlement except in court papers filed to seek approval except for any disclosures agreed to by the Parties and as necessary to effectuate the Settlement. Before or after approval, Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website (other than information directed to Class and PAGA Members regarding the approval), or otherwise publicize the settlement. Nothing herein restricts Class Counsel from fulfilling its duties to Class and PAGA Members. However, Class Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a representative action basis, for purposes detailing the experience of counsel. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

24. No Effect on Employee Benefits.

Any Class Representative Enhancement Award, Individual Settlement Payment, and Individual PAGA Payment shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, Participating Class Members and PAGA Members. The Parties agree that any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiff, Participating Class Members and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendants. Further, any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall not

be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendants.

25. No Admission by Defendants.

Defendants deny each and every one of Plaintiff’s allegations in their entirety and deny that either of them has violated any law or violated any legal or equitable obligation to Plaintiff. Amazon expressly denies it was the joint employer of Plaintiff, Class Members or PAGA Members. This Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants.

26. Representation.

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Class Counsel represent that they do not currently represent any current or former delivery drivers who worked for Villagrana in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendants. Class Counsel also represent that Class Counsel have not used any information obtained in the Action to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendants.

27. Exhibits and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this

Agreement.

28. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

29. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

30. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

31. Authorization to Enter into Settlement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of each

Defendant represent and warrant that they are authorized to sign this Agreement on behalf of that Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

32. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors **or** assigns of the Parties hereto, as previously defined.

33. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

34. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

35. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

36. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of themselves and the Class Members and as

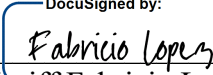
representative of the State of California, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

Dated: 4/14/2023

PLAINTIFF FABRICIO LOPEZ RIVERA

By: 
 Plaintiff Fabricio Lopez Rivera

Dated: _____

DEFENDANT VILLAGRANA LOGISTICS, INC.

By: _____
 [Name]
 [Title]

Dated: _____


DEFENDANT AMAZON LOGISTICS, INC.

By: _____
 [Name]
 [Title]

APPROVED AS TO FORM

Dated: 4/14/2023

MOON & YANG, APC


 Kane Moon
 Allen Feghali
 Edwin Kamarzarian
 Counsel for Plaintiff

Dated: _____

OGLETREE, DEAKINS, NASH, SMOAK & STEWART

 Tim Johnson
 Nikolas Djordjevski
 Yousaf Jafri
 Counsel for Villagra Logistics, Inc.

MORGAN, LEWIS & BOCKIUS LLP

representative of the State of California, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

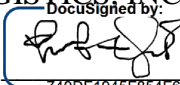
PLAINTIFF FABRICIO LOPEZ RIVERA

Dated: _____

By: _____
Plaintiff Fabricio Lopez Rivera

DEFENDANT VILLAGRANA
LOGISTICS, INC.

Dated: 5/9/2023

By:  _____
Name: Arturo villagrana
Title: president

DEFENDANT AMAZON LOGISTICS,
INC.

Dated: _____

By: _____
[Name]
[Title]

APPROVED AS TO FORM

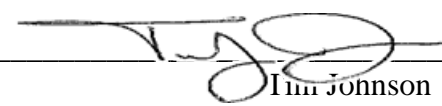
MOON & YANG, APC

Dated: _____

Kane Moon
Allen Feghali
Edwin Kamarzarian
Counsel for Plaintiff

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART

Dated: May 9, 2023


Ilin Johnson
Nikolas Djordjevski
Yousaf Jafri
Counsel for Villagrana Logistics, Inc.

[Signature on following Page]

representative of the State of California, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

AGREED AND UNDERSTOOD:

PLAINTIFF FABRICIO LOPEZ RIVERA

Dated: _____

By: _____
Plaintiff Fabricio Lopez Rivera

DEFENDANT VILLAGRANA LOGISTICS, INC.

Dated: _____

By: _____
Arturo Villagrana
President

DEFENDANT AMAZON LOGISTICS, INC.

Dated: May 18, 2023 | 2:52 PM PDT

By: _____
DocuSigned by:
Zane Brown
0AC4AA6BEE2D4A8...
Zane Brown
Vice President and Associate General
Counsels

APPROVED AS TO FORM

MOON & YANG, APC

Dated: _____

Kane Moon
Allen Feghali
Edwin Kamarzarian
Counsel for Plaintiff

OGLETREE, DEAKINS, NASH, SMOAK & STEWART

Dated: _____

Tim Johnson
Nikolas Djordjevski
Yousaf Jafri
Counsel for Villagra Logistics, Inc.

MORGAN, LEWIS & BOCKIUS LLP

Dated: May 19, 2023



Max Fischer
Sarah Zenewicz
Counsel for Amazon Logistics, Inc.

EXHIBIT 1

1 Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 2 Edwin Kamarzarian (SBN 327830)
MOON & YANG, APC
 3 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 4 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 5 E-mail: kane.moon@moonyanglaw.com
 E-mail: allen.feghali@moonyanglaw.com
 6 E-mail: edwin.kamarzarian@moonyanglaw.com

7 Attorneys for Plaintiff Fabricio Lopez Rivera

8
 9
 10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF SAN BERNARDINO**
 12

13 FABRICIO LOPEZ RIVERA, individually, and
 on behalf of all others similarly situated,

14 Plaintiff

15 vs.

16 VILLAGRANA LOGISTICS, INC., a
 17 California corporation; AMAZON LOGISTICS,
 INC., a Delaware corporation; and DOES 1
 18 through 10, inclusive,

19 Defendants

Case No.: CIVDS2022538

[Hon. David Cohn, Dept. S26]

[PROPOSED] JUDGMENT

Complaint filed: October 13, 2020
 Trial date: Not set

1 Having read and considered all matters related to the fully-executed Class and
2 Representative Action Settlement Agreement and Release (“Agreement”) filed with this Court on
3 _____, 2023, and having issued an Order Granting Final Approval of the Class and PAGA
4 Action Settlement on _____, 2023 (“Final Approval Order”), Judgment is to be
5 entered as follows:

6 This document shall constitute a judgment for purposes of California Rules of Court, Rule
7 3.769(h). In accordance with, and for the reasons stated in the Final Approval Order, judgment
8 shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577 and
9 904.1(a)(1), and Rules 3.769(h) and 8.104 of the California Rules of Court. Named Plaintiff/Class
10 Representative, all Settlement Class Members and all PAGA Members shall take nothing from
11 Defendants except as expressly set forth in the Agreement and Final Approval Order.

12 **IT IS SO ORDERED**

13 Dated: _____

14 _____
The Honorable David Cohn
Judge of the Superior Court

EXHIBIT 2

Confidential Settlement Communication- Draft – March 8, 2023

Superior Court of California, County of County of San Bernardino
Fabricio Lopez Rivera v. Villagrana Logistics, Inc. et al., Case No. CIVDS2022538

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: All non-exempt employees of Villagrana Logistics, Inc. (“Villagrana”) in the state of California at any time from June 10, 2018, through [date] (the “Class” or “Class Members”); and

All non-exempt employees of Villagrana in the state of California at any time from October 9, 2019, through [date] (the “PAGA Members”).

A putative class action and representative action under the California Private Attorneys General Act of 2004 (“PAGA”), which was brought on behalf of the Class and PAGA Members and against Villagrana and Amazon Logistics, Inc. (“Amazon”), has been settled for \$400,000.00. As explained in this Notice, if the Court approves this class and PAGA Settlement then you may receive payments under this Settlement. You are receiving this Notice because based on Villagrana’s records, you are a Class Member and/or a PAGA Member.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to participate and receive your share of the money from the class and PAGA settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]</i>
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the class portion of the settlement and money is later awarded, you will not receive any share from the class settlement. But, you keep any rights as an individual to sue Defendants separately about the same legal claims that are being settled. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement and be bound by it.
OBJECT	Object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator and, if you wish,

appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. **The deadline to submit an objection is [45 calendar days from date of mailing].**

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS SUPPORT THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO REMAINS IN THE CLASS AND RECEIVES A SETTLEMENT PAYMENT.**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this notice issued? Page

2. What is the lawsuit about? Page

3. What is a class action? Page

4. Why is there a Settlement? Page

5. Who are the Parties in these lawsuits? Page

6. Who are the Attorneys for the Parties? Page

THE TERMS OF THE SETTLEMENT

7. What is the Settlement amount? Page

8. How will the Individual Settlement Payments be calculated and how much will my Individual Settlement Payment be? Page

9. How will the PAGA Payment be distributed?..... Page

HOW TO GET A PAYMENT

10. How can I get my Settlement Payment? Page

11. When can I expect to receive my Settlement Payment? Page

12. What am I giving up to get a Settlement Payment? Page

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. Can I exclude myself from the class settlement? Page

14. If I don't exclude myself from the class settlement, can I sue Defendants for the same thing later? Page

15. If I exclude myself from the class settlement, can I get money from the class settlement? Page

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement? Page

THE COURT'S FINAL FAIRNESS HEARING

16. When and where will the Court decide whether to approve the Settlement?..... Page

17. Do I have to come to the hearing?..... Page

18. May I appear and speak at the hearing? Page

GETTING MORE INFORMATION

19. Who can I contact if I have questions about the Settlement?..... Page

ADDITIONAL IMPORTANT INFORMATION Page

BASIC INFORMATION

1. Why was this notice issued

A Court authorized this notice because you have a right to know about a proposed Settlement of a class and representative PAGA action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of San Bernardino, and the case is known as *Fabricio Lopez Rivera v. Villagrana Logistics, Inc. et al.*, San Bernardino Superior Court Case No. CIVDS2022538 (the “Action”).

2. What are the lawsuit about?

Plaintiff initiated this action by filing a putative class action complaint on October 13, 2020, in San Bernardino Superior Court, against Villagrana and Amazon. In the operative Fourth Amended Complaint, Plaintiff alleges causes of action under the California Labor Code for unpaid wages, unpaid overtime, meal and rest period violations, unpaid meal and rest break premiums, wage statement penalties, waiting time penalties and unreimbursed necessary business expenses, and for unfair competition under the California Business & Professions Code section 17200, based on the same alleged violations. Plaintiff also seeks civil penalties under PAGA for the same alleged Labor Code violations.

Defendants deny all of the claims in the Action. Amazon specifically denies that it was a joint employer or employer of any Villagrana employees. However, Defendants have agreed to settle the Action to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated.

3. What is a class action?

In a class action lawsuit, one or more people called Class Representatives (in this case, Fabricio Lopez Rivera) sue on behalf of others who may have similar claims, who are called a class or class members.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff, nor did the Court decide in favor of Defendants. Instead, both sides agreed to a no-fault settlement of the Action (“Settlement”). That way, they avoid the cost of further litigation including a trial, and the Class and PAGA Members affected will get compensation from the Settlement.

5. Who are the Parties in the Action?

Plaintiff Fabricio Lopez Rivera was a delivery driver for Villagrana. The Defendants are Villagrana and Amazon.

6. Who are the Attorneys representing the Plaintiff and the Class?

Confidential Settlement Communication- Draft – March 8, 2023

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, Kane Moon, Allen Feghali and Edwin Kamarzarian of Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017, (213) 232-3128.

You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

THE TERMS OF THE SETTLEMENT
7. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$400,000.00 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount”). Class Counsel will apply to the Court for attorneys’ fees of up to \$132,000.00 (33% of the Gross Settlement Amount); litigation costs estimated not to exceed \$18,000.00; a “Class Representative Enhancement Payment” of up to \$7,500 for Plaintiff for his work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and a general release of all claims; settlement administration expenses to Phoenix Settlement Administrators, estimated not to exceed \$20,000.00; and a “PAGA Payment” to the California Labor Workforce and Development Agency (“LWDA”) and PAGA Members in settlement of claims for penalties under PAGA. The exact amount of the attorneys’ fees, litigation costs, PAGA Payment, Class Representative Enhancement Payment, and settlement administration expenses will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount (“NSA”), is estimated to be \$182,500.00. The NSA will be apportioned and paid out entirely, automatically, to all “Participating Class Members,” who are the Class Members who do not ask to be excluded from the class action settlement, as “Individual Settlement Payments.”

No portion of the Gross Settlement Amount will revert to Defendants under any circumstances.

8. How will the Individual Settlement Payments be calculated and how much will my award be?

Participating Class Members will receive a pro-rata share of the NSA based on the number of weeks they worked for Villagrana during the time period of June 10, 2018, to [date] (the “Class Settlement Period”).

Here’s how it works – the NSA will be entirely distributed to the Participating Class Members. The NSA allocated to each individual Participating Class Member will be based on the individual’s total number of weeks worked during the Class Settlement Period, in relation to the total number of weeks worked by all Participating Class Members. Weeks will be calculated according to Villagrana’s records.

Based on Villagrana’s records, you worked _____ work weeks during the Class Settlement Period and your estimated Individual Settlement Payment is \$ _____, before applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated. If you wish to dispute your number of workweeks during the Class Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Villagrana for a different number of weeks during the Class Settlement Period.

Confidential Settlement Communication- Draft – March 8, 2023

Individual Settlement Payments shall be subject to applicable withholding taxes on that portion of the payment allocated to wages. Individual Settlement Payments will be allocated 33% to wages for which an IRS W-2 form will be issued, and 67% to penalties and interest for which an IRS 1099 form will be issued as required. You will be responsible for the tax consequences of your Individual Settlement Payments, for filing your own returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Settlement Payment you could receive under the Settlement.

9. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$40,000.00 of the Gross Settlement Amount as penalties recoverable under PAGA. 75% of this amount, or \$30,000.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or \$10,000.00, will be distributed to the PAGA Members as “Individual PAGA Payments.” The Individual PAGA Payments are paid in addition to any Individual Settlement Payments (the Individual Settlement Payment and the Individual PAGA Payments are the “Settlement Payment”). 100% of the PAGA Payment will be treated as penalties and interest. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. You are only a PAGA Member if you worked for Villagrana during the period October 9, 2019, through [date] (the “PAGA Settlement Period”). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked during the PAGA Settlement Period. Based on Villagrana’s records, your total pay periods during the PAGA Settlement Period is _____. Based on that, your anticipated approximate Individual PAGA Payment is \$ _____. If you wish to dispute your number of pay periods during the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Villagrana for a different number of pay periods during the PAGA Settlement Period.

HOW TO GET PAYMENT**10. How can I get my settlement payment?**

If the Settlement is approved, you do not need to do anything to receive an Individual Settlement Payment or Individual PAGA Payment. If the Court approves the Settlement at a final approval hearing, your settlement payment will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your settlement payment will be mailed to the last known address it has on file for you** if the Court approves the settlement.

11. When can I expect to receive my settlement payment?

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail or by calling the Settlement Administrator at 800-_____.

12. What am I giving up to get an Individual Settlement Payment?

Participating Class Members will be giving up or “releasing” the claims described below:

Release of Class Claims: After the Court grants final approval of the Settlement, each Participating Settlement Class Member will be bound by the approval and judgment and thereby releases Defendants and any of their former, present and/or future, direct and/or indirect, parents, companies, subsidiaries, affiliates, divisions, officers, directors, managers, owners, members, heirs, employees, partners, shareholders, attorneys, agents, fiduciaries, insurers, investors, predecessors, successors, assigns, executors, administrators, beneficiaries, legal representatives, or trustees (“Released Parties”) from any and all claims and/or causes of action under any state, local or federal law or administrative order that were or could have been pled based on the allegations of the original and amended Complaints in the Action and the Plaintiff’s PAGA Notice Letter to the LWDA, including but not limited to, any claim for: (1) unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (2) meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (3) rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (4) improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) untimely payment of final wages under Labor Code sections 201-203; (6) failure to maintain and produce required records in violation of Labor Code section 226, 1174, 1174.5, and the applicable IWC Wage Order; (7) unreimbursed business expenses; (8) untimely wage payments to current employees under Section 204; (9) Unlawful and Deceptive Business Practices in Violation of Business & Professions Code §§ 17200, *et seq.* based on any of the facts and violations alleged in the Action or the PAGA Notice Letter; and (10) any claims for statutory of civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the same facts alleged in the Action or the PAGA Notice Letter. The period of the Released Class Claims will be the Class Settlement Period.

13. What am I giving up to get an Individual PAGA Payment?

PAGA Members and the State of California will be giving up or “releasing” claims for civil penalties under PAGA:

Release of PAGA Claims: After the Court grants final approval of the Settlement, then Plaintiff, as a representative of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Released Parties all claims and causes of action for PAGA penalties against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Action as well as in any and all of the PAGA Notice Letters for violations of Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 510, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802, 2698, and 2699 *et seq.*, and sections of the applicable wage order, including sections 3, 4, 11, and 12, as well as any and all claims for attorneys’ fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include (1) claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (2) claims for meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the correct regular rates, and the alleged failure to properly record meal breaks; (3) claims for rest break violations, including claims for late, short, interrupted, missed, on premises, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premiums at the correct regular rates; (4) claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code sections 226(a)(1)-(9); (5) claims for untimely payment of final wages under Labor Code sections 201-203; (6) claims regarding the alleged

Confidential Settlement Communication- Draft – March 8, 2023

failure to maintain and produce required records in violation of Labor Code section 226, 1174, 1174.5, and the applicable IWC Wage Order; (7) claims for unreimbursed business expenses; (8) claims for untimely wage payments to current employees under Section 204; and (9) any other claims and penalties under the wage and hour laws alleged in the Action and in any and all of the PAGA Notice Letter. The period of the Released PAGA Claims will be the PAGA Settlement Period.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT**14. Can I exclude myself from the class settlement?**

If you wish to pursue your own separate lawsuit or arbitration against Defendants for the claims asserted in the Action, or if you otherwise wish not to participate in the class settlement for whatever reason, you could exclude yourself from the class settlement (that is, “opt out” of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. To opt out and exclude yourself from the Class and this Settlement so that you do not become a Participating Class Member, you must provide a signed and dated letter to the Administrator requesting to be excluded from the Class. The letter should state in substance:

“I have read and understand the Notice of Settlement of Class and Representative Action and I wish to exclude myself from the Settlement described in the Notice.”

Your letter requesting to exclude yourself must include the case name, *Rivera v. Villagrana Logistics, Inc. et al.*, Case No. CIVDS2022538, your full name, current address and telephone number. It must be addressed to the Administrator at [address], postmarked on or before _____, 2023. [45 days from mailing of Notice] Requests for exclusion postmarked after this date may be disregarded.

15. If I don’t exclude myself from the class settlement, can I sue Defendants for the same thing later?

No. Unless you exclude yourself from the class settlement, you give up any right to sue Defendants for the claims that this Settlement resolves. *If you have a separate arbitration or lawsuit already against any of the Defendants, you should speak to your lawyer in that case immediately.* You may need to exclude yourself from this Class and this case by the above deadline in order to continue your separate arbitration or lawsuit.

16. If I exclude myself from the class settlement, can I get money from this settlement?

If you request to be excluded from the Settlement, you will not receive an Individual Settlement Payment. You also will not be able to object to the Settlement as explained below. The Individual Settlement Payment you would have been entitled to receive will be redistributed to the Participating Class Members. However, if you are a PAGA Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the class settlement.

No portion of the Gross Settlement Amount will go back to Defendants as a result of any person requesting to be excluded from the Settlement.

OBJECTING TO THE SETTLEMENT**17. How do I tell the Court that I don’t like the Settlement?**

Confidential Settlement Communication- Draft – March 8, 2023

If you don't think the Settlement is fair, and you don't request to be excluded from the class settlement, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement.

To object in writing, you must submit a timely written objection to the Administrator. Your objection must state that you object to the proposed Settlement of this case entitled *Rivera v. Villagrana Logistics, Inc. et al.*, Case No. CIVDS2022538. Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail your written objection to the Administrator at [address], postmarked on or before _____, 2023. [45 days from mailing of Notice Packet] Requests for exclusion postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact attorneys for Plaintiff and the Class (see Paragraph 6) or the Settlement Administrator. Please **DO NOT** contact attorneys for Defendants or any of the Defendants' managers and supervisors, or owners.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval hearing in Department __ of the Superior Court of California, County of San Bernardino located at the _____ on _____, 2023, at ___ a.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Enhancement Award, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection and indicated an intention to speak at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense to support or object to the settlement. If you send an objection, you don't have to come to Court to object but you can if you wish to. As long as you mailed your written objection on time, the Court will consider it. You may also hire and if required pay your own lawyer to attend if you so desire.

20. May I speak at the hearing?

You may appear at the Final Approval Hearing and ask the Court for permission to speak, however, to be sure that any objection will be considered by the Court, you should submit a timely written objection, or a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the Settlement Administrator listed in section 15 no later than [45 days after mailing of postcard.] Any notice of intent to appear should include a description of any arguments you intend to make.

GETTING MORE INFORMATION

21. Who may I contact if I have questions about the settlement?

Confidential Settlement Communication- Draft – March 8, 2023

This Notice is only a summary of the Action and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of San Bernardino located at the _____, during regular Court hours. You may also contact Class Counsel if you need more information or have questions. You may also contact the Settlement Administrator by calling toll free 1-_____, or you can write to Settlement Administrator, at _____ **[insert address]**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR ANY OF THEIR MANAGERS, SUPERVISORS, OWNERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your settlement payment will be sent if the Settlement is approved.

B. **Settlement payment checks should be cashed promptly upon receipt**. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her Settlement Payment check. If your settlement payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

1 Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 2 Edwin Kamarzarian (SBN 327830)
MOON & YANG, APC
 3 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 4 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 5 E-mail: kane.moon@moonyanglaw.com
 E-mail: allen.feghali@moonyanglaw.com
 6 E-mail: enzo.nabiev@moonyanglaw.com

7 Attorneys for Plaintiff Fabricio Lopez Rivera

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF SAN BERNARDINO**

11 FABRICIA LOPEZ RIVERA, individually, and
on behalf of all others similarly situated,

12 Plaintiff,

14 vs.

15 VILLAGRANA LOGISTICS, INC., a California
 16 corporation; AMAZON LOGISTICS, INC., a
 Delaware corporation; and DOES 1 through 10,
 17 inclusive,

18 Defendants

Case No.: CIVDS2022538

[Hon. David Cohn, Dept. S26]

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

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

1

2 INTRODUCTION & PRELIMINARY STATEMENT..... 1

3 THE PARTIES 3

4 A. Plaintiff..... 3

5 B. Defendants 3

6 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION 5

7 CLASS ACTION ALLEGATIONS 8

8 FIRST CAUSE OF ACTION..... 12

9 SECOND CAUSE OF ACTION..... 14

10 THIRD CAUSE OF ACTION 15

11 FOURTH CAUSE OF ACTION..... 16

12 FIFTH CAUSE OF ACTION..... 17

13 SIXTH CAUSE OF ACTION..... 17

14 SEVENTH CAUSE OF ACTION..... 18

15 EIGHTH CAUSE OF ACTION 20

16 NINTH CAUSE OF ACTION 23

17 PRAYER FOR RELIEF..... 25

18 DEMAND FOR JURY TRIAL..... 29

19

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1 Plaintiff Fabricio Lopez Rivera (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Villagrana Logistics, Inc., Amazon
6 Logistics, Inc., and Does 1 through 10 (collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
10 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary
11 business expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Bernardino County. As such, and
25 based upon all the facts and circumstances incident to Defendants’ business in California,
26 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
27 Welfare Commission (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to maintain accurate records of the hours that employees worked.
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.

1 (b) A business entity conducting business in numerous counties throughout the
2 State of California, including in San Bernardino County; and

3 (c) The former employer of Plaintiff, and the current and/or former employer
4 of the putative Class. Amazon Logistics, Inc. suffered and permitted
5 Plaintiff, the Class, and the Aggrieved Employees to work, and/or
6 controlled their wages, hours, or working conditions.

7 12. Plaintiff does not currently know the true names or capacities of the persons or
8 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
9 names. Each of the Doe Defendants was in some manner legally responsible for the damages
10 suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will
11 amend this complaint to set forth the true names and capacities of these Defendants when they
12 have been ascertained, together with appropriate charging allegations, as may be necessary.

13 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
14 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
15 and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in
16 the State of California.

17 14. Plaintiff is informed and believes and thereon alleges that at all relevant times
18 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
19 the other employees described in the class definitions below, and exercised control over their
20 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
21 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
22 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
23 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
24 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
25 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
26 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
27 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
28 should have known about, and authorized, ratified, adopted, approved, controlled, aided and

1 abetted the conduct of all other Defendants.

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 15. Plaintiff Fabricio Lopez Rivera is a California resident who worked for
4 Defendants in the County of San Bernardino, State of California, as a driver from approximately
5 October 2019 to September 2020. During the statutory period, Defendants classified Plaintiff as
6 non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage. During
7 the statutory period, Plaintiff typically worked 5 days each workweek, and in excess of 40 hours
8 each workweek.

9 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
10 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
11 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
12 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
13 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
14 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
15 Defendants was typical and illustrative.

16 17. Throughout the statutory period, Defendants maintained a policy and practice of
17 failing to pay Plaintiff, the Class, and the Aggrieved Employees the correct amount of overtime
18 pay in compliance with California law. For example, Plaintiff, the Class, and the Aggrieved
19 Employees earned non-discretionary bonuses and shift differentials from both Villagrana
20 Logistics, Inc. and from Amazon Logistics, Inc. (listed as "Amazon funded bonus" on the wage
21 statement). Defendants, however, failed to include these non-discretionary bonuses earned by
22 Plaintiff, the Class, and the Aggrieved Employees for calculating the regular rate of pay for
23 overtime purposes.

24 18. Throughout the statutory period, Defendants have wrongfully failed to provide
25 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
26 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
27 Employees to work in excess of five consecutive hours a day without providing 30-minute,
28 continuous and uninterrupted, duty-free meal period for every five hours of work, or without

1 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not
2 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
3 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal
4 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
5 tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
6 periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

7 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
8 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
9 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
10 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
11 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
12 hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and
13 the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also
14 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take
15 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or
16 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did
17 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
18 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
19 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
20 maintain accurate records of employee work periods, and therefore Defendants cannot
21 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
22 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
23 and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance
24 with California law.

25 20. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
26 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
27 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
28 Aggrieved Employees were not reimbursed expenses for the use of personal cellular phones.

1 Further, an improper deduction was taken out of their wages and listed on wage statements as
2 “misc Deduction – bonus out”. Plaintiff, the Class, and the Aggrieved Employees incurred these
3 substantial expenses as a direct result of performing their job duties for Defendants, and
4 Defendants have failed to indemnify Plaintiff, the Class, and the Aggrieved Employees for these
5 employment-related expenses.

6 21. Throughout the statutory period, Defendants willfully failed and refused to timely
7 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
8 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
9 premium wages.

10 22. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
11 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
12 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
13 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
14 were not provided in accordance with California law, correct wages for rest periods that were not
15 authorized and permitted to take in accordance with California law, and Defendant’s address).
16 As a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the
17 Aggrieved Employees suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum wages, overtime wages, meal period premium wages, and rest
20 period premium wages to which they were entitled, even though they were
21 entitled;
- 22 (b) the violations led them to believe that they had been paid the minimum,
23 overtime, meal period premium, and rest period premium wages, even
24 though they had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid
26 minimum, overtime, meal period premium, and rest period premium wages
27 at the correct California rate even though they were;
- 28

- 1 (d) the violations led them to believe they had been paid minimum, overtime,
2 meal period premium, and rest period premium wages at the correct
3 California rate even though they had not been;
- 4 (e) the violations hindered them from determining the amounts of minimum,
5 overtime, meal period premium, and rest period premium owed to them;
- 6 (f) in connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if the wage
10 statements contained the required accurate information;
- 11 (g) by understating the wages truly due them, the violations caused them to
12 lose entitlement and/or accrual of the full amount of Social Security,
13 disability, unemployment, and other governmental benefits;
- 14 (h) the wage statements inaccurately understated the wages, hours, and wages
15 rates to which Plaintiff, the Class, and the Aggrieved Employees were
16 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
17 less than the wages and wage rates to which they were entitled.

18 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
19 California Labor Code § 226(e), including actual damages.

20 **CLASS ACTION ALLEGATIONS**

21 23. Plaintiff brings certain claims individually, as well as on behalf of each and all
22 other persons similarly situated, and thus, seek class certification under California Code of Civil
23 Procedure § 382.

24 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
25 authorized by California law.

26 25. The proposed Class consists of and is defined as:

27 All persons who worked for any Defendant in California as a non-exempt
28 employee at any time during the period beginning four years before the filing of

1 the initial complaint in this action and ending when notice to the Class is sent.

2 26. At all material times, Plaintiff was a member of the Class.

3 27. Plaintiff undertakes this concerted activity to improve the wages and working
4 conditions of all Class Members.

5 28. There is a well-defined community of interest in the litigation and the Class is
6 readily ascertainable:

7 (a) Numerosity: The members of the Class (and each subclass, if any) are so
8 numerous that joinder of all members would be unfeasible and impractical.
9 The membership of the entire Class is unknown to Plaintiff at this time,
10 however, the Class is estimated to be greater than 100 individuals and the
11 identity of such membership is readily ascertainable by inspection of
12 Defendants' records.

13 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
14 the interests of each Class Member with whom there is a shared, well-
15 defined community of interest, and Plaintiff's claims (or defenses, if any)
16 are typical of all Class Members' claims as demonstrated herein.

17 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
18 the interests of each Class Member with whom there is a shared, well-
19 defined community of interest and typicality of claims, as demonstrated
20 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
21 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
22 the rules governing class action discovery, certification, and settlement.
23 Plaintiff has incurred, and throughout the duration of this action, will
24 continue to incur costs and attorneys' fees that have been, are, and will be
25 necessarily expended for the prosecution of this action for the substantial
26 benefit of each class member.

27 (d) Superiority: A Class Action is superior to other available methods for the
28

1 fair and efficient adjudication of the controversy, including consideration
2 of:

- 3 1) The interests of the members of the Class in individually
4 controlling the prosecution or defense of separate actions;
- 5 2) The extent and nature of any litigation concerning the controversy
6 already commenced by or against members of the Class;
- 7 3) The desirability or undesirability of concentrating the litigation of
8 the claims in the particular forum; and
- 9 4) The difficulties likely to be encountered in the management of a
10 class action.

11 (e) Public Policy Considerations: The public policy of the State of California
12 is to resolve the California Labor Code claims of many employees through
13 a class action. Indeed, current employees are often afraid to assert their
14 rights out of fear of direct or indirect retaliation. Former employees are
15 also fearful of bringing actions because they believe their former
16 employers might damage their future endeavors through negative
17 references and/or other means. Class actions provide the class members
18 who are not named in the complaint with a type of anonymity that allows
19 for the vindication of their rights at the same time as their privacy is
20 protected.

21 29. There are common questions of law and fact as to the Class (and each subclass, if
22 any) that predominate over questions affecting only individual members, including without
23 limitation, whether, as alleged herein, Defendants have:

- 24 (a) Failed to pay Class Members for all hours worked, including minimum
25 wages, and overtime wages;
- 26 (b) Failed to provide meal periods and pay meal period premium wages to
27 Class Members;
- 28 (c) Failed to authorize and permit rest periods and pay rest period premium

- 1 wages to Class Members;
- 2 (d) Failed to promptly pay all wages due to Class Members upon their
- 3 discharge or resignation;
- 4 (e) Failed to maintain accurate records of all hours Class Members worked,
- 5 and all meal periods Class Members took or missed;
- 6 (f) Failed to reimburse Class Members for all necessary business expenses;
- 7 and
- 8 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
- 9 result of their illegal conduct as described above.

10 30. This Court should permit this action to be maintained as a class action pursuant to
11 California Code of Civil Procedure § 382 because:

- 12 (a) The questions of law and fact common to the Class predominate over any
- 13 question affecting only individual members;
- 14 (b) A class action is superior to any other available method for the fair and
- 15 efficient adjudication of the claims of the members of the Class;
- 16 (c) The members of the Class are so numerous that it is impractical to bring all
- 17 members of the class before the Court;
- 18 (d) Plaintiff, and the other members of the Class, will not be able to obtain
- 19 effective and economic legal redress unless the action is maintained as a
- 20 class action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
- 22 equitable relief for the statutory violations, and in obtaining adequate
- 23 compensation for the damages and injuries for which Defendants are
- 24 responsible in an amount sufficient to adequately compensate the members
- 25 of the Class for the injuries sustained;
- 26 (f) Without class certification, the prosecution of separate actions by
- 27 individual members of the class would create a risk of:
- 28 1) Inconsistent or varying adjudications with respect to individual

1 members of the Class which would establish incompatible standards
2 of conduct for Defendants; and/or

3 2) Adjudications with respect to the individual members which would,
4 as a practical matter, be dispositive of the interests of other
5 members not parties to the adjudications, or would substantially
6 impair or impede their ability to protect their interests, including but
7 not limited to the potential for exhausting the funds available from
8 those parties who are, or may be, responsible Defendants; and,

9 (g) Defendants have acted or refused to act on grounds generally applicable to
10 the Class, thereby making final injunctive relief appropriate with respect to
11 the class as a whole.

12 31. Plaintiff contemplates the eventual issuance of notice to the proposed members of
13 the Class that would set forth the subject and nature of the instant action. The Defendants' own
14 business records may be utilized for assistance in the preparation and issuance of the
15 contemplated notices. To the extent that any further notices may be required, Plaintiff would
16 contemplate the use of additional techniques and forms commonly used in class actions, such as
17 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
18 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

19 **FIRST CAUSE OF ACTION**

20 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

21 32. Plaintiff incorporates by reference and re-alleges as if fully stated herein
22 paragraphs 1 through 22 in this Complaint.

23 33. "Hours worked" is the time during which an employee is subject to the control of
24 an employer, and includes all the time the employee is suffered or permitted to work, whether or
25 not required to do so.

26 34. At all relevant times herein mentioned, Defendants knowingly failed to pay to
27 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
28 compensation for each hour worked as alleged above, Defendants willfully violated the

1 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
2 Orders, which require such compensation to non-exempt employees.

3 35. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
4 non-overtime hours worked for Defendants.

5 36. By and through the conduct described above, Plaintiff and the Class have been
6 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

7 37. By virtue of the Defendants' unlawful failure to pay additional compensation to
8 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
9 suffered, and will continue to suffer, damages in amounts which are presently unknown to
10 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
11 will be ascertained according to proof at trial.

12 38. By failing to keep adequate time records required by California Labor Code §
13 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
14 compensation due Plaintiff and the Class.

15 39. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
16 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
17 wages.

18 40. California Labor Code section 204 requires employers to provide employees with
19 all wages due and payable twice a month. Throughout the statute of limitations period applicable
20 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
21 required by law, including minimum wages. However, during all such times, Defendants
22 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
23 pay those wages twice a month.

24 41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
25 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
26 218.5, 218.6, and 1194(a).

27 //

28 //

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

43. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

44. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

45. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

47. By virtue of Defendants’ unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

48. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

49. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys’ fees and costs pursuant to California Labor Code § 1194(a), as well

1 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
2 California Labor Code and/or other statutes.

3 50. California Labor Code § 204 requires employers to provide employees with all
4 wages due and payable twice a month. The Wage Orders also provide that every employer shall
5 pay to each employee, on the established payday for the period involved, overtime wages for all
6 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
7 with all compensation due, in violation of California Labor Code § 204.

8 **THIRD CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Provide Meal Periods and Pay Meal Period**
10 **Premiums)**

11 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein
12 paragraphs 1 through 22 in this Complaint.

13 52. Under California law, Defendants have an affirmative obligation to relieve the
14 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
15 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
16 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
17 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
18 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
19 violation of Section 226.7 of the California Labor Code for an employer to require any employee
20 to work during any meal period mandated under any Wage Order.

21 53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
22 and the Class with both meal periods as required by California law. By their failure to permit
23 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
24 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
25 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
26 the applicable Wage Orders.

1 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or her wages at the time of quitting.

3 67. Within the applicable statute of limitations, the employment of Plaintiff and many
4 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
5 employment of others will be. However, during the relevant time period, Defendants failed, and
6 continue to fail to pay terminated Class Members, without abatement, all wages required to be
7 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
8 seventy-two (72) hours of their leaving Defendants' employ.

9 68. Defendants' failure to pay Plaintiff and those Class members who are no longer
10 employed by Defendants their wages earned and unpaid at the time of discharge, or within
11 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
12 Code §§ 201 and 202.

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

17 70. Plaintiff and the Class are entitled to recover from Defendants their additionally
18 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
19 maximum pursuant to California Labor Code § 203.

20 71. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
21 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
22 incurred in this action.

23 **SEVENTH CAUSE OF ACTION**

24 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
25 **Compliant Wage Records)**

26 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 22 in this Complaint.

28 73. At all material times set forth herein, California Labor Code § 226(a) provides that

1 every employer shall furnish each of his or her employees an accurate itemized wage statement
2 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
3 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
4 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
5 on written orders of the employee may be aggregated and shown as one item, (5) net wages
6 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
7 employee and the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee.

11 74. Defendants have intentionally and willfully failed to provide employees with
12 complete and accurate wage statements. The deficiencies include, among other things, the
13 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
14 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

15 75. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
16 and the Class have suffered injury and damage to their statutorily-protected rights.

17 76. Specifically, Plaintiff and the members of the Class have been injured by
18 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
19 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
20 statements under California Labor Code § 226(a).

21 77. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
22 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
23 a result of having to bring this action to attempt to obtain correct wage information following
24 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
25 laws and regulations.

26 78. Plaintiff and the Class are entitled to recover from Defendants their actual
27 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

28 79. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of

1 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor
2 Code § 226(h).

3 **EIGHTH CAUSE OF ACTION**

4 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
5 **et seq.)**

6 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein
7 paragraphs 1 through 22 in this Complaint.

8 81. Defendants, and each of them, are “persons” as defined under California Business
9 & Professions Code § 17201.

10 82. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
12 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
13 Procedure § 1021.5.

14 83. Defendants’ activities, as alleged herein, are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code §§ 17200, *et seq.*

17 84. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
18 predicated on the violation of any state or federal law. All of the acts described herein as
19 violations of, among other things, the California Labor Code, are unlawful and in violation of
20 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
21 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
22 California Business & Professions Code §§ 17200, *et seq.*

23 **Failure to Pay Minimum Wages**

24 85. Defendants’ failure to pay minimum wages, and other benefits in violation of the
25 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
26 Business & Professions Code §§ 17200, *et seq.*

27 **Failure to Pay Overtime Wages**

28 86. Defendants’ failure to pay overtime compensation and other benefits in violation

1 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
2 prohibited by California Business & Professions Code §§ 17200, *et seq.*

3 **Failure to Maintain Accurate Records of All Hours Worked**

4 87. Defendants’ failure to maintain accurate records of all hours worked in accordance
5 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
6 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Provide Meal Periods and Pay Meal Period Premiums at the Regular Rate of Pay**

8 88. Defendants’ failure to provide meal periods in accordance with California Labor
9 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
10 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums at the**
12 **Regular Rate of Pay**

13 89. Defendants’ failure to authorize and permit rest periods in accordance with
14 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
15 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

16 **Failure to Indemnify Necessary Business Expenses**

17 90. Defendants’ failure to indemnify employees for necessary business expenses in
18 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
19 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
20 17200, *et seq.*

21 **Failure to Provide Accurate Itemized Wage Statements**

22 91. Defendants’ failure to provide accurate itemized wage statements in accordance
23 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
24 prohibited by California Business & Professions Code §§ 17200, *et seq.*

25 92. By and through their unfair, unlawful and/or fraudulent business practices
26 described herein, the Defendants, have obtained valuable property, money and services from
27 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
28 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

1 93. Plaintiff and the Class Members suffered monetary injury as a direct result of
2 Defendants' wrongful conduct.

3 94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
4 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
5 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
6 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
7 the Class are not obligated to establish individual knowledge of the wrongful practices of
8 Defendants in order to recover restitution.

9 95. Plaintiff, individually, and on behalf of members of the putative class, are further
10 entitled to and do seek a declaration that the above described business practices are unfair,
11 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
12 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
13 practices in the future.

14 96. Plaintiff, individually, and on behalf of members of the putative class, have no
15 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
16 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
17 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
18 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
19 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
20 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

21 97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
22 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
23 withholdings.

24 98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
25 and putative Class Members are entitled to restitution of the wages withheld and retained by
26 Defendants during a period that commences four years prior to the filing of this complaint; a
27 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
28 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §

1 1021.5 and other applicable laws; and an award of costs.

2 **NINTH CAUSE OF ACTION**

3 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
4 **2004, Cal. Lab. Code § 2698 et seq.)**

5 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein
6 paragraphs 1 through 22 in this Complaint.

7 100. At all times herein mentioned, Defendants were subject to the Labor Code of the
8 State of California and the applicable Industrial Welfare Commission Orders.

9 101. California Labor Code § 2699(a) specifically provides for a private right of action
10 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
11 law, any provision of this code that provides for a civil penalty to be assessed and collected by
12 the Labor and Workforce Development Agency or any of its departments, divisions,
13 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
14 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
15 herself and other current or former employees pursuant to the procedures specified in Section
16 2699.3.”

17 102. Plaintiff has exhausted his administrative remedies pursuant to California Labor
18 Code § 2699.3. On October 9, 2020, he gave written notice by online filing to the Labor and
19 Workforce Development Agency and by certified mail to Defendants of the specific provisions
20 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
21 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
22 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-809268-20.

23 103. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
24 Workforce Development Agency has not indicated that it intends to investigate Defendants’
25 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
26 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
27 the Labor Code described in this Complaint. These penalties include, but are not limited to,
28 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

1 104. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
2 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
3 employing labor who willfully fails to maintain accurate and complete records required by
4 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
5 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
6 begins and ends each work period. Meal periods, and total hours worked daily shall also be
7 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
8 keep total hours worked in the payroll period and applicable rates of pay.

9 105. During the time period of employment for Plaintiff and the Aggrieved Employees,
10 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
11 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
12 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
13 Employees the ability to know, understand and question the accuracy and frequency of meal
14 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
15 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
16 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
17 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
18 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
19 under state law, all to their respective damage in amounts according to proof at trial. Because of
20 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
21 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
22 from knowing, understanding, and disputing the wage payments paid to them.

23 106. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
24 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
25 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
26 to be shown according to proof at trial. These penalties are in addition to all other remedies
27 permitted by law.

28 107. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs

1 pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in
2 any action shall be entitled to an award of reasonable attorney’s fees and costs.”

3 **PRAYER FOR RELIEF**

4 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
5 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
6 follows:

7 **Class Certification**

- 8 1. That this action be certified as a class action with respect to the First, Second,
- 9 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
- 10 2. That Plaintiff be appointed as the representative of the Class; and
- 11 3. That counsel for Plaintiff be appointed as Class Counsel.

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

- 13 4. That the Court declare, adjudge and decree that Defendants violated California
- 14 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
- 15 minimum wages due;
- 16 5. For general unpaid wages as may be appropriate;
- 17 6. For pre-judgment interest on any unpaid compensation commencing from the date
- 18 such amounts were due;
- 19 7. For liquidated damages;
- 20 8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to
- 21 California Labor Code § 1194(a); and,
- 22 9. For such other and further relief as the Court may deem equitable and appropriate.

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

- 24 10. That the Court declare, adjudge and decree that Defendants violated California
- 25 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
- 26 overtime wages due;
- 27 11. For general unpaid wages at overtime wage rates as may be appropriate;
- 28 12. For pre-judgment interest on any unpaid overtime compensation commencing from

1 the date such amounts were due;

2 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
3 California Labor Code § 1194(a); and,

4 14. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Third Cause of Action

6 15. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

8 16. For unpaid meal period premium wages as may be appropriate;

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

11 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
12 and for costs of suit incurred herein; and

13 19. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Fourth Cause of Action

15 20. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

17 21. For unpaid rest period premium wages as may be appropriate;

18 22. For pre-judgment interest on any unpaid compensation commencing from the date
19 such amounts were due;

20 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
21 and for costs of suit incurred herein; and

22 24. For such other and further relief as the Court may deem equitable and appropriate.

23 As to the Fifth Cause of Action

24 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
25 2802 and the IWC Wage Orders;

26 26. For general unpaid wages and reimbursement of business expenses as may be
27 appropriate;

1 maintain accurate records of all hours worked and meal periods, failing to furnish accurate
2 wage statements, and failing to indemnify necessary business expenses;

3 41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
4 interest from the day such amounts were due and payable;

5 42. For the appointment of a receiver to receive, manage and distribute any and all
6 funds disgorged from Defendants and determined to have been wrongfully acquired by
7 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et*
8 *seq.*;

9 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Code of Civil Procedure § 1021.5;

11 44. For injunctive relief to ensure compliance with this section, pursuant to California
12 Business & Professions Code §§ 17200, *et seq.*; and,

13 45. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Ninth Cause of Action

15 46. That the Court declare, adjudge and decree that Defendants violated the California
16 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal
17 periods, failing to maintain accurate records of meal periods, failing to authorize and permit
18 rest periods, failing to pay final wages at termination, and failing to furnish accurate wage
19 statements;

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

21 48. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
22 other applicable Labor Code provisions;

23 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code § 2699; and,

25 50. For such other and further relief as the Court may deem equitable and appropriate.


26 As to all Causes of Action

27 51. For any additional relief that the Court deems just and proper.

1 Dated: February 10, 2023

Respectfully submitted,

2 MOON & YANG, APC


3
4 By: 
Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to all causes of action triable by jury.

10 Dated: February 10, 2023

MOON & YANG, APC

11
12 By: 
Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff