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8	and Proposed Class Counsel		
9	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
10	FOR THE COUNTY OF NEVADA		
11			
12	CHER LEE FAACKS, individually and on behalf of all similarly situated individuals.	CASE NO: CU19-084121	
13	Plaintiff,	Assigned to the Hon. S. Robert Tic-Raskin, Dept. 6	
14	V.	<u>CLASS ACTION</u>	
15	STORAGEPRO MANAGEMENT, INC., a	DECLARATION OF DANIEL F. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR	
16 17	California corporation, and DOES 1 through 10, inclusive, Defendants.	PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SEEKING LEAVE TO FILE SECOND AMENDED	
18		COMPLAINT	
19		DATE: May 12, 2023 TIME: 10:00 a.m.	
20		DEPT.: 6	
21		Complaint Filed: September 13, 2019	
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	DECLARATION OF DANIEL F. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMI		

APPROVAL OF CLASS ACTION SETTLEMENT

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I, DANIEL F. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Cher Lee Faacks ("Faacks" or "Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Education and Experience:

- 2. I obtained my BS degree from the University California at Berkeley in 2003. I majored in Business Administration at the Haas School of Business.
- 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.
- 4. Since becoming a member of the Bar, and until his recent retirement, I practiced law with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.
- 5. My firm has represented employees in complex employment matters such as this one, with an emphasis in wage and hour issues. I have participated in and have been certified as class counsel in dozens of class action matters since my admission to the Bar. A list of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

Factual and Procedural Background:

6. On or about September 13, 2019, Plaintiff initiated the Action by filing a class action complaint, on behalf of herself and all other putative class members. Plaintiff filed a First Amended Complaint on or about November 5, 2019 which alleged representative claims for civil penalties pursuant to PAGA and class claims for equitable relief pursuant to Business & Professions Code section 17200, premised on underlying violations of Labor Code sections 201-202, 226(a), 226.3, 226.7, 510, 512, 1194, and 2802. Plaintiff subsequently dismissed her PAGA claims without prejudice.

- 7. Extensive law and motion practice ensued relating to the validity of an arbitration agreement entered into between the Parties. The arbitration issue culminated with the Court of Appeal of the State of California, Third Appellate District, issuing a decision in case number C092404 which upheld the trial court's ruling that Plaintiff was not required to arbitrate her unfair competition claims brought pursuant to Business & Professions Code section 17200.
- 8. On August 16, 2022, following their exchange of information regarding the Settlement Class and the claims and defenses asserted by the Parties, counsel for the Parties engaged in arm's-length negotiations with the help of mediator Brandon McKelvey, Esq., to reach the basic terms of the Settlement.
- 9. As part of the Court approval process for this class action settlement, Plaintiff shall file the Second Amended Complaint, attached to the Settlement as Exhibit 3, which asserts direct class action claims against Defendant all related to and derivative of the claims alleged in the original complaint for (1) failure to pay all wages (Labor Code § 510 and 1194); (2) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, and 512; IWC Wage Order 4-2001); (4) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a), (e)); (5) failure to timely pay wages due at separation of employment (Labor Code §§ 201-203); (6) failure to reimburse employee business expenses (Labor Code § 2802); and (7) violation of Business and Professions Code § 17200 (the "Second Amended Complaint").
- 10. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate class representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over class issues. The Action, the negotiation and execution of the Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement Agreement

(i) shall not be used as an admission or evidence of wrongdoing on behalf of Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding.

11. The Class Representative contends that Defendant violated the California Labor Code and that this case is appropriate for class certification.

Investigation and Settlement Discussions

- 12. My colleagues and I have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of extensive informal discovery and the review and verification of statistical data and other facts and information provided by Defendant. My colleagues and I have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages claimed by Plaintiff.
- 13. Based on our independent investigation and evaluation, my colleagues and I are of the opinion that settlement for the consideration and on the terms set forth in their Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.
- 14. The Parties agree that the settlement class described herein may be certified for settlement purposes only and that this motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

- 15. The parties jointly prepared the Settlement Agreement and Release of Claims ("Settlement Agreement", "Settlement", or "Stip."). A true and correct copy of the Settlement is attached hereto as **Exhibit B**.
- 16. My office created a comprehensive damage analysis using sampling information obtained through informal discovery. This damage analysis reveals that the negotiated settlement falls within a realistic range of recovery on Class Members' claims.
- 17. Plaintiff alleges that Defendant paid Plaintiff and Class Members bonuses and other forms of non-base hourly wages that were not included in their regular rate of pay for purposes of computing the proper overtime and sick pay rates, in violation of Labor Code §§ 510 and 1194California Labor Code § 510 requires the payment of premium overtime compensation based on employees' regular rate of pay. This includes all forms of bonuses and other non-base hourly wages. Here, when Plaintiff and Class Members worked overtime hours, they allege that they were paid at one and one-half times the base hourly rate of pay. Plaintiff and Class Members contend that they are entitled to significant restitution as a result. Plaintiff calculates restitution for this claim at up to \$108,201 based on a time and wage sampling produced by Defendant and an analysis performed by her expert.
- 18. Plaintiff also contends that Defendant failed to pay Plaintiff and Class Members premium wages for missed, denied and unauthorized rest periods in violation of Labor Code § 226.7 and IWC Wage Order 5-2001. Plaintiff and other Class Members allege that they were denied, and therefore unable to take, 10-minute on-the-clock rest periods for every four hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed, denied and unauthorized rest period. When they were able to take a rest period, Plaintiff contends that Defendant maintained a policy and practice requiring employees to remain on the company premises, a practice that would violate our Supreme Court's mandate in *Augustus v. ABM Sec. Serv.'s, Inc.* (2016) 5 Cal. 5th 257, 269. Plaintiff believes that if she could prove a 25% violation rate on this claim, the damage liability would just exceed \$1,020,000.
- 19. Plaintiff also argues that Defendant failed to permit or authorize Plaintiff and Class Members to take timely 30-minute meal periods for shifts greater than 5 hours in length, in

violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001. Labor Code § 512 provides that employers (like Defendant) may not employ an employee for a work period of more than 5 hours without providing a 30-minute meal period starting no later than the end of the 5th hour. Plaintiff and Class Members allege that they were routinely unable to take a proper meal period when they worked shifts in excess of 5 hours in duration and a second meal period when they worked shifts in excess of 10 hours in duration. Based on Plaintiff's expert's analysis of wage and time data provided by Defendant through informal discovery, Defendant's meal period compliance rate exceeded 95%; as a result, this claim had minimal value, likely under \$100,000.

- 20. Plaintiff and Class Members contend that they were required to incur expenses in the performance of their job duties for which they were not fully reimbursed, in violation of Labor Code § 2802. Plaintiff and Class Members argue that they were required to use their personal cellphones and vehicles but were not fully reimbursed by Defendant for these expenses. This practice violates Labor Code § 2802. Plaintiff calculates restitution on this claim at \$780,284 (based off \$50/month in unreimbursed cellular phone and vehicle expenses), although Defendant argued that any expenses incurred were fully reimbursed, per its written policy and uniform practices.
- 21. Plaintiff also alleges on a derivative basis that Defendant issued inaccurate wage statements and failed to timely pay wages due at the separation of employment, in violation of Labor Code §§ 226(e) and 203. The maximum value of these penalty claims which are derivative and subject to independent defenses of their own could approach \$3,000,000. Without a settlement, however, it is unlikely that these sums would be recovered because Defendant maintained the strong position that these claims were subject to individual arbitration.
- 22. The discount negotiated for settlement here is a reasonable compromise, particularly considering that the risk of obtaining class certification on all or any of Plaintiff's claims involves a 50% or higher hurdle, especially with respect to the meal and rest period claims and expense reimbursement claims, to which Defendant maintains strong arguments to defeat class certification (in addition to multiple defenses on the merits of the claims). Class certification is a substantial risk in any class action case. Here, while Plaintiff maintains that the requirements of class

certification are met, Defendant proffers various arguments why class treatment is not appropriate, including but not limited to that individualized inquires among class members predominate over common ones. If Defendant was to defeat Plaintiff's class certification motion, there would be no class wide relief whatsoever, and most class members would likely not file individual claims.

- 23. Plaintiff also faced the risk of a loss on the merits on her claims. It is very possible that the Court would agree with Defendant's position that its policies and practices complied with the requirements of California law or could not be certified. In such a case, the value of the majority of Plaintiff's claims would be zero.
- 24. Plaintiff faced the risk that she would not obtain a maximum damage/penalty award on all (or any of) her claims. It is possible that the Court would not impose all penalties pursuant to its discretionary power to reduce them.
- 25. Defendant strongly contends that its policies and practices do not violate any laws. It contends that it properly provided for all meal and rest periods and fully compensated its employees for all time worked and expenses incurred. It further contends that the wage statements it provides to its employees are fully compliant with California law.
- 26. When the costs and risks of non-certification and loss on the merits are considered, my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.
- 27. The settlement for each Class Member is fair, reasonable and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the Action.

Class Certification Requirements:

- 28. To date, no class has been certified. The Stipulation of Settlement contains a provision pursuant to which we stipulate to the Court's provisional certification of the approximately 725-member Settlement Class, but do so for purposes of this settlement only.
- 29. In this case, the Class Members are identifiable from Defendant's employment and payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification. According to Defendant's records, the Class comprises approximately 725 employees.

- 30. The Class Members' claims all stem from a common source: members of the Settlement Class allege that Defendant violated the same Labor Code provisions in connection with their employment. All members of the Class seek the same relief under the same California laws (related to unpaid wages due, unpaid meal and rest period premiums, failure to reimburse expenses, inaccurate or incomplete wage statements, failure to timely pay wages due upon separation, failure to reimburse expenses, and derivative claims). Under these circumstances, the commonality requirement is satisfied for purposes of certifying the Settlement Class for settlement purposes.
- 31. In this case, named Plaintiff and proposed Class Representative Cher Lee Faacks is a former non-exempt employee who worked for Defendant in the State of California during the Class Period. She contends that Defendant failed to pay all wages due, failed to provide meal and rest periods, failed to comply with itemized employee wage statement provisions, failed to reimburse expenses, and failed to timely pay wages due at the separation of employment, in violation of Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, and 2802, among other Labor Code provisions. She has the same claims as those that the members of the Settlement Class would reasonably be expected to bring based on the course of conduct alleged herein.
- 32. Plaintiff has also demonstrated that she will aggressively and competently assert the interests of the proposed Settlement Class; she has taken an active role in this litigation and has no apparent conflicts with other class members.

Leave to File Second Amended Class and Representative Action Complaint:

33. As part of this Settlement Agreement, the Parties seek to file a Second Amended Class and Representative Action Complaint. A true and correct copy of the proposed First Amended Class and Representative Action Complaint is attached hereto as **Exhibit B-3**.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 10th day of April, 2023 at Westlake Village, California.



EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC - Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277 DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 ev 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CVIDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquistion, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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12	Facsimile: (415) 394-9401		
13	Attorneys for Defendant StoragePro Management Inc., erroneously sued as Storagepro, Inc.		
14	The state of the s		
15	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
16	FOR THE COUNTY OF NEVADA		
17 18	CHER LEE FAACKS, individually and on behalf of all similarly situated individuals.	CASE NO: CU19-084121	
19	Plaintiff,	CLASS ACTION	
20	v.	SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS	
21	STORAGEPRO MANAGEMENT, INC., a California corporation, and DOES 1 through	Complaint Filed: September 13, 2019	
22	10, inclusive,	Complaint I nea. September 13, 2019	
23	Defendants.		
24			
25			
26			
27			
28			
	SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS		

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between Plaintiff Cher Lee Faacks ("Faacks" or "Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant StoragePro Management, Inc. ("Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

- 1. Plaintiff and the Settlement Class (as defined below) and Defendant are collectively referred to herein as "the Parties."
- Daniel F. Gaines, Alex P. Katofsky and Evan S. Gaines of Gaines & Gaines, APLC are counsel of record for Plaintiff. For purposes of this settlement only, the firm of Gaines & Gaines, APLC shall be designated as "Class Counsel."
- 3. The "Action" means the case entitled *Cher Lee Faacks, Plaintiff, v. StoragePro Management, Inc., a California corporation, and Does 1 Through 10, Inclusive, Defendants,* "Case No. 2CU19-084121, pending before the Superior Court of the State of California for the County of Nevada.
- 4. The "Settlement Class" shall be defined as "all non-exempt employees employed by Defendant in California at any time between September 13, 2015 and October 15, 2022" (the "Class Period"). Defendant represents that this Class contains no more than 725 members who worked no more than 50,000 workweeks during the Class Period.
- 5. Members of the Settlement Class shall collectively be referred to as a "Class Member" or "Class Members." Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class.

B. General.

1. On or about September 13, 2019, Plaintiff initiated the Action by filing a class action complaint, on behalf of herself and all other putative class members. Plaintiff filed a First Amended Complaint on or about November 5, 2019 which alleged representative claims for civil penalties pursuant to PAGA and class claims for equitable relief pursuant to Business & Professions Code

section 17200, premised on underlying violations of Labor Code sections 201-202, 226(a), 226.3, 226.7, 510, 512, 1194, and 2802. Plaintiff subsequently dismissed her PAGA claims without prejudice.

- 2. Extensive law and motion practice ensued relating to the validity of an arbitration agreement entered into between the Parties. The arbitration issue culminated with the Court of Appeal of the State of California, Third Appellate District, issuing a decision in case number C092404 which upheld the trial court's ruling that Plaintiff was not required to arbitrate her unfair competition claims.
- 3. On August 16, 2022, following their exchange of information regarding the Settlement Class and the claims and defenses asserted by the Parties, counsel for the Parties engaged in arm's-length negotiations with the help of mediator Brandon McKelvey, Esq., to reach the basic terms of this Settlement.
- 4. As part of the Court approval process for this class action settlement, Plaintiff shall file the Second Amended Complaint, attached hereto as Exhibit 3, which asserts direct class action claims against Defendant for (1) failure to pay all wages (Labor Code § 510 and 1194); (2) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, and 512; IWC Wage Order 4-2001); (4) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a), (e)); (5) failure to timely pay wages due at separation of employment (Labor Code §§ 201-203); (6) failure to reimburse employee business expenses (Labor Code § 2802); and (7) violation of Business and Professions Code § 17200 (the "Second Amended Complaint").
- 5. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate class representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over

class issues. The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf of Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding.

- 6. The Class Representative contends that Defendant violated the California Labor Code and that this case is appropriate for class certification.
- 7. Class Counsel represent that they have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of extensive informal discovery and the review and verification of statistical data and other facts and information provided by Defendant. Counsel for the Parties also represent that they have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages claimed by Plaintiff.
- 8. Based on their own independent investigation and evaluation, Class Counsel are of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.
- 9. The Parties agree that the settlement class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that

evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

- 1. The financial terms of the settlement are as follows:
- (a) Gross Settlement Amount: The Parties agree to settle this Action for Defendant's payment of the Gross Settlement Amount of Four Hundred Forty-Nine Thousand Fifty U.S. Dollars (\$449,050.00) ("the Gross Settlement Amount"). The Gross Settlement Amount includes the attorneys' fees of Class Counsel, litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action), the enhancement payment to the Class Representative, as approved by the Court, and all costs of administration, including, without limitation, settlement administration fees and expenses. Defendant shall pay all employer payroll tax obligations due on wage payments made from the Net Settlement Sum in addition to, and separate and apart from, the Gross Settlement Amount.
- (b) Net Settlement Sum: "Net Settlement Sum" is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys' fees and documented litigation costs and expenses incurred or advanced by Class Counsel, the enhancement payment to the Class Representative, and the costs of administering the settlement.
- Settlement Payments" means the portion of the Net Settlement Sum distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form). The Individual Settlement Payments will be calculated by dividing the Net Settlement Sum by the total weeks worked by all participating Class Members in California in a non-exempt position during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield their Individual

Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount.

- i. For tax purposes, each Individual Payment Amount will be apportioned (a) 20% to wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 25% to penalties (reported on an IRS Form 1099); (c) 25% to interest (reported on an IRS Form 1099); and (d) 30% to expense reimbursement (not reported on any IRS form). All Individual Settlement Payments paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.
- (d) Enhancement Payment to Class Representative: The amount awarded to the Class Representative as an enhancement payment will be set by the Court in its discretion, not to exceed \$15,000.00. This amount will be deducted from the Gross Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for her enhancement payment. Defendant agrees not to dispute or otherwise object to the enhancement payment if Plaintiff requests \$15,000 or less.
- (e) Attorneys' Fees: An award to Class Counsel of attorneys' fees will be deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account the settlement award that has been made available for the Settlement Class by the efforts of Class Counsel. The amount awarded shall not exceed 40% of the Gross Settlement Amount (i.e. \$179,620.00). An IRS Form 1099 will be issued to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not to dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the request does not exceed \$179,620.
- (f) Attorneys' Costs and Expenses: Class Counsel will be reimbursed from the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket litigation costs and expenses, not to exceed \$20,000.00. An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel so long as the request does not exceed \$20,000

- Settlement Administrator to administer the Settlement are expected to total no more than \$12,000, and will be paid from the Gross Settlement Amount. These fees shall include any costs associated with the required tax reporting on any Individual Settlement Payments, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the Parties have agreed that Phoenix Settlement Administrators will serve as a neutral third-party claims' administrator ("Settlement Administrator") to perform all acts related to providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b) administering the settlement; (c) processing exclusions and objections; (d) resolving disputes; (e) distributing the Gross Settlement Amount as directed by the Court and set forth herein; (f) tax reporting; (g) providing necessary weekly status reports; and (h) other duties and responsibilities set forth herein.
- (h) No Warranty by Defendant: Plaintiff understands and agrees that Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant makes no representations regarding tax obligations or consequences, if any, related to this Settlement Agreement.

D. Release of Claims.

1. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and payroll taxes due hereunder, Plaintiff and all Settlement Class members who do not timely opt-out will be deemed to have fully released and discharged Defendant, and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assigns ("Released Parties") from any and all Released Claims which arose during their employment in a non-exempt position in California during the Class Period. "Released Claims" are all claims and allegations asserted in the Second Amended Complaint, including all claims for unpaid wages, meal and rest period premiums/wages, inaccurate wage statements, failure to reimburse expenses, and waiting time penalties, including

2. Each and every Settlement Class Member who has not submitted a timely and valid opt-out request shall be permanently enjoined and forever barred from prosecuting any and all Released Claims against the Released Parties.

E. Notice and Exclusion Process.

- 1. Within twenty (20) calendar days after entry of the order granting preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff's Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.
- 2. A notice of pendency of class action, proposed settlement and hearing date for Court approval ("Class Notice") in the form attached hereto as Exhibit 1, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, within thirty (30) calendar days after entry of the order granting preliminary approval. Attached to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form attached hereto as Exhibit 2.

- 3. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be presumed that if an envelope has not been returned within forty-five (45) days of the mailing that the Class Member received the Class Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.
- 4. Each Class Member will be fully advised of the settlement, the ability to object to the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will inform the Class Members of the Court-established deadlines for filing objections and a Request for Exclusion Form.
- 5. Each Class Notice will contain personalized information setting forth the number of weeks each Class Member worked for Defendant in California in a non-exempt position during the Class Period and their estimated Individual Payment Amount. To the extent a Class Member disputes any of the information listed on his or her Class Notice, the Class Member may produce evidence to the Settlement Administrator showing such information the Class Member contends should be reflected in the Class Notice. Defendant's records will be presumed determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.
- 6. All Class Members who do not submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount, which shall be mailed to them if and when the Effective Date occurs.
- 7. In order to elect not to participate in the Settlement, a Class Member must submit a Request for Exclusion Form and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day

falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

- 8. The deadline for submission of Exclusion Forms shall be extended once by 30 days for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.
- 9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.
- 10. The Settlement Administrator will notify the Parties of the total number of valid Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice and Request for Exclusion Forms to Class Members).
- 11. In order to object to the settlement, a Class Member must mail his or her objection to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered objection period will apply. If the 45th day falls on a Sunday or federal holiday, the time to object to the settlement will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be extended for any reason.
- 12. The Settlement Administrator shall provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration

of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report listing the amount of all payments to be made to each Class Member without names o. personal identifying information.

- 13. Defendant shall deposit the Gross Settlement Amount, plus all payroll taxes due hereunder, with the Settlement Administrator no later than ten (10) calendar days after the Effective Date. The effective date of this Settlement Agreement ("Effective Date") is the date the Court signs an order granting final approval of the settlement and entering judgment thereon. If objections to the settlement are filed and not withdrawn, the Effective Date of the settlement is the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is the day after (a) the settlement is upheld by the Court of Appeals, or (b) all appeals are dismissed.
- 14. The Settlement Administrator shall disburse the Gross Settlement Amount within ten (10) calendar days after its receipt thereof. Class Members must cash each of their Individual Payment Amount checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks uncashed more than one hundred eighty (180) days after mailing shall be paid to the State of California State Controller's Office, to be held in the name of the respective Class Member.

F. Duties of the Parties Prior to Court Approval.

- 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for preliminary approval of this settlement and entry of an order accomplishing the following:
- (a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
 - (b) approving as to form and content the proposed Class Notice;
- (c) approving as to form and content the proposed Request for Exclusion Form;

- (d) preliminarily certifying the Settlement Class for purposes of settlement;
- (e) preliminarily setting attorneys' fees and costs payable to Class Counsel;
- (f) preliminarily setting the enhancement payment to the Class Representative
- (g) preliminarily approving Phoenix Settlement Administrators as the Settlement Administrator and its estimated fees and costs of \$12,000; and
 - (h) Permitting Plaintiff to file the Second Amended Complaint.

G. Duties of the Parties in Connection with and Following Final Court Approval.

- 1. In connection with the hearing on final approval of the settlement provided for in this Settlement Agreement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):
- (a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the enhancement payment to the Class Representative, and the costs of administering the settlement; and
- (c) Entering judgment in this Action in accordance with this Stipulation, pursuant to Cal. Rules of Court, Rule 3.769(h).
- 2. Class Counsel shall file an application for attorneys' fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

H. Miscellaneous Provisions:

1. Voiding the Agreement.

A failure of the Court to approve any material condition of this Settlement Agreement which effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or materially modified on appellate review, shall render the entire Stipulation of Settlement voidable and unenforceable as to all Parties herein at the option of any Party.

III

2. Parties' Authority.

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3. Mutual Full Cooperation.

The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

4. No Prior Assignments.

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

5. No Admission.

Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

- 13 -

6. Notices.

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Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To Plaintiff and the Settlement Class:

Daniel F. Gaines, Esq. Alex P. Katofsky, Esq. Evan S. Gaines, Esq. GAINES & GAINES, APLC 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362

To Defendant:

Gabriel N. Rubin, Esq. Julie Y. Zong, Esq. JACKSON LEWIS P.C. 50 California Street, 9th Floor San Francisco, CA 94111-4615

7. Construction.

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

8. Captions and Interpretations.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

9. Modification.

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by each of

- 14 -

10.

Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

11. Binding on Assigns.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

12. Governing Law.

All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

13. Signatures of All Class Members Unnecessary to be Binding.

It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement was executed by each Class Member.

14. Counterparts.

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

15. Confidentiality

Until Plaintiff files her motion for preliminary approval of the class action settlement, the Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the -15-

amount and terms of the Settlement, except as to spouses, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

16. No Publicity.

Plaintiff and her Counsel will not contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and her Counsel also will not post any information about the settlement on social media or their firms' websites.

17. Escalator Provision re: Representation Regarding Class Size.

Defendant has represented to Plaintiff and her counsel that the Settlement Class includes no more than 725 individuals who worked no more than 50,000 workweeks during the Class Period. Should the final total of Class Members exceed 725 and/or the final total of workweeks exceed 50,000 by five (5) percent or more, then Plaintiff may terminate this Agreement unless Defendant agrees to increase the Gross Settlement Amount on a pro rata basis based on the proportionate increase (with the larger percentage increase controlling).

18. Election to Vacate the Settlement

If more than ten percent (10%) of the Class Members collectively timely request exclusion, Defendant shall have the option, in its sole discretion, and notwithstanding any other provisions of this Agreement, to withdraw from the Agreement in its entirety, whereupon the Agreement shall be null and void for any and all purposes. If Defendant elects to exercise its rights under this provision, it will so notify Class Counsel and the Court in writing no later than ten (10) business days after receiving written notice via overnight delivery from the Settlement Administrator of the number of opt-outs.

- 16 -

1 2 3	01 / 03 / 2023 Dated: December, 2022	By: Charles CHER LEE FAACKS Plaintiff and Class Representative
4 5 ó	Dated: December, 2022 March 29, 2023	STORAGEPRO MANAGEMENT, INC. By: Its: President
7		A SU F
8	APPROVED AS TO FORM AND CO	NTENT:
9 10	Dated: December, 2022 01/03/2023	GAINES & GAINES, APLC By:
11	1	Daniel F. Gaines, Esq. Alex P. Katofsky, Esq.
12		Counsel for Plaintiff and Class Representative
13	March 29, 2023	roprosomanvo
14	Dated: December, 2022	JACKSON LEWIS P.C.
15		By: 2-12
16 17		Gabriel N. Rubin, Esq. Julie Y. Zong, Esq.
18		Counsel for Defendant
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28	T-67-57-1-47-5	- 17 -
	SETTLEMENT AGR	EEMENT AND RELEASE OF CLAIMS

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NEVADA

CHER LEE FAACKS, individually and on behalf of all similarly situated individuals.

Plaintiff.

V.

STORAGEPRO MANAGEMENT, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CU19-084121

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$449,050 to pay claims to all current and former non-exempt California employees of Defendant StoragePro Management, Inc. ("Defendant") employed from September 13, 2015 through October 15, 2022.
- The settlement resolves a lawsuit over whether Defendant failed to pay all wages; provide meal and rest periods or compensation in lieu thereof; timely issued wages upon separation of employment; issued accurate and complete wage statements; and failed to reimburse employee business expenses. It avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$179,620 as attorneys' fees and \$20,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and the Parties disagree on how much money (if any) could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:				
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address.			
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Arm and J Corporation about the legal claims that were brought in this case.			
Object	Write to the Court about why you don't like the settlement.			
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.			

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On September 13, 2019, Plaintiff Cher Lee Faacks filed this lawsuit in the Nevada County Superior Court. The lawsuit, as amended, alleges violations of the California Labor Code and Business & Professions Code. The Lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant employed from September 13, 2015 through October 15, 2022 ("Class Period"). The lawsuit alleges that members of the Class were not paid all wages; were not provided all meal and rest periods or compensation in lieu thereof; were not timely issued wages upon separation of employment; were not issued accurate and complete wage statements; and were not reimbursed for all business expenses they incurred. It seeks recovery of wages, damages, interest, statutory and civil penalties, attorneys' fees and costs. Defendant denies all of the material allegations in the Lawsuit.

The lawyers for the parties are:

Plaintiff's Attorneys
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Evan S. Gaines, Esq.
GAINES & GAINES, APLC
4550 E. Thousand Oaks Boulevard, Suite 100

Westlake Village, CA 91362 Phone: (866) 550-0855 Defendant's Attorneys
Gabriel N. Rubin, Esq.
Julie Y. Zong
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they all avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Plaintiff's Attorneys think the settlement is fair, reasonable and adequate and in the best interests of all Class members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all current and former non-exempt California employees of Defendant employed from September 13, 2015 through October 15, 2022.

C. What does the Settlement provide?

1. Gross Settlement Amount.

Defendant will pay \$449,050 (the "Gross Settlement Amount") to settle the lawsuit. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$179,620 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$20,000; (2) an enhancement payment to the Class Representative set by the court, not to exceed \$15,000, for her service in the Action; and (3) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed \$12,000. The amount of the Gross Settlement Amount remaining after these payments is the "Net Settlement Sum."

2. Individual Settlement Payments.

Your share of the Net Settlement Sum will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and payroll taxes due hereunder, Plaintiff and all Settlement Class members who do not timely opt-out will be deemed to have fully released and discharged Defendant, and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assigns ("Released Parties") from any and all Released Claims which arose during their employment in a non-exempt position in California during the Class Period.

"Released Claims" are all claims and allegations asserted in the Second Amended Complaint, including all claims for unpaid wages, meal and rest period premiums/wages, inaccurate wage statements, failure to reimburse expenses, and waiting time penalties, including claims arising under Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 1194 and 2802, the applicable Industrial Wage Commission Wage Order, and Business and Professions Code section 17200 as they relate to the underlying Labor Code claims referenced above, which arose during employment in a non-exempt position in California during the Class Period. No PAGA claims are encompassed in this release, and no such claims shall be released by this Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating claimant (those who do not opt out of the Settlement) shall receive an "Individual Settlement Payment," which is a portion of the Net Settlement Sum distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form).

The Individual Settlement Payment will be calculated by dividing the Net Settlement Sum by the total weeks worked by all participating Class Members in California in a non-exempt position during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield their Individual Settlement Payment. Each Participating Settlement Class Member who does not opt out will receive an Individual Settlement Payment.

For tax purposes, each Individual Settlement Payment will be allocated (a) 20% to wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 25% to penalties (reported on an IRS Form 1099); (c) 25% to interest (reported on an IRS Form 1099); and (d) 30% to expense reimbursement (not reported on any IRS form).

All Individual Settlement Payment paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked _____] weeks while employed in a non-exempt position in California from September 13, 2015 through October 15, 2022. Based on these weeks worked, you are entitled to an Individual Settlement Payment of approximately \$[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than ______. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on _______, at _______ a.m., in Courtroom 6 of the Nevada County Superior Court, located at 201 Church Street, Nevada City, California 95959. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED

BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING
TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement
Administrator. If you disagree with pre-printed data indicated in section E above, you must submit a
explanation and/or documentation to the Settlement Administrator to justify your position, postmarked n
later than The Settlement Administrator's address is [Settlement Administrator address

• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Objections must be postmarked no later than

• OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _______.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Nevada County Superior Court, located at 201 Church Street, Nevada City, CA 95959.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number]. Reference the StoragePro Management Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS Cher Lee Faacks, Plaintiff, v. StoragePro Management, Inc., a California corporation, and Does 1 Through 10, Inclusive, Defendants, Nevada County Superior Court, Case No. CU19-084121. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.

I confirm that I was employed by Defendant StoragePro Management, Inc. as a non-exempt employee in California during the period from September 13, 2015 through October 15, 2022.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:
Signature:
Print Name:
Residence Street Address:
City, State and Zip Code:
Last four digits of Social Security Number: XXX-XX
IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [45 days after mailing of Notice]. Send this signed request for exclusion form to the Settlement Administrator:
StoragePro Management Settlement Administrator c/o Phoenix Settlement Administrators

EXHIBIT 3

1 2 3 4 5 6	DANIEL F. GAINES, ESQ. SBN 251488 daniel@gaineslawfirm.com ALEX P. KATOFSKY, ESQ. SBN 202754 alex@gaineslawfirm.com EVAN S. GAINES, ESQ. SBN 287668 evan@gaineslawfirm.com GAINES & GAINES, APLC 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362 Telephone: (818) 703-8985 Facsimile: (818) 703-8984				
7 8	Attorneys for Plaintiff Cher Lee Faacks, individually and on behalf of all similarly situated individuals				
9	SUPERIOR COURT OF T	THE STATE OF CALIFORNIA			
10	FOR THE CO	UNTY OF NEVADA			
11	CHER LEE FAACKS, individually and on	CASE NO: CU19-084121			
12	behalf of all similarly situated individuals.	Assigned to the Hon. Thomas M. Anderson,			
13	Plaintiff,	Dept. 6			
14	v.	SECOND AMENDED CLASS ACTION COMPLAINT FOR:			
15	STORAGEPRO MANAGEMENT, INC., a California corporation, and DOES 1 through	1. FAILURE TO PAY ALL WAGES DUE			
16	10, inclusive,	(LABOR CODE §§ 510 AND 1194)			
17	Defendants.	2. FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU			
18		THEREOF (LABOR CODE § 226.7; IWC WAGE ORDER 4-2001)			
19		3. FAILURE TO PROVIDE MEAL			
20 21		PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, AND 512; IWC WAGE ORDER 4-2001)			
22		4. FAILURE TO REIMBURSE BUSINESS			
23		EXPENSES (LABOR CODE § 2802)			
24		5. KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH			
25		ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e))			
26		6. FAILURE TO TIMELY PAY WAGES			
27 28		DUE AT SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201- 203)			

1	7. VIOLATION OF BUSINESS &
2	PROFESSIONS CODE § 17200 ET SEQ.
3	DEMAND FOR JURY TRIAL Complaint Filed: September 3, 2010
4	Complaint Filed: September 3, 2019 FAC Filed: November 5, 2019
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	SECOND AMENDED CLASS ACTION GO 1842 di 1869713011 de 5e56 d 353 d 7ab 500 b 8 d e 8 d

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Plaintiff CHER LEE FAACKS ("Plaintiff"), individually and on behalf of all similarly situated individuals (the "Class" or "Plaintiff Class"), and on behalf of the general public, complains of STORAGEPRO MANAGEMENT, INC., a California corporation, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants"), and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

- 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of Plaintiff and the Class of individuals described in detail below against Defendants.
- 2. From September 13, 2015 to the present (the "liability period"), Defendants have had a consistent policy of failing to pay all wages due to Class Members (as defined below); provide legally compliant meal and rest periods or compensation in lieu thereof to Class Members; reimburse Class Members for business expenses; comply with itemized employee wage statement provisions; and issue Plaintiff and Class Members all wages due and owing upon separation of employment.
- 3. Plaintiff, on behalf of herself and members of the Class, brings this action pursuant to Labor Code §§ 201-203, 226.7, 510, 512, 1194, and 2802 seeking compensation for all unpaid wages, meal and rest period premium wages, business-related expenses, statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.
- 4. Plaintiff, on behalf of herself and members of the Class and pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages and reimburse all business expenses to Class Members.
- 5. Venue as to each Defendant is proper in Nevada County, California as Plaintiff and other Class Members worked for Defendants in Nevada County, California.

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II.

PARTIES

A. Plaintiff

- 6. Plaintiff CHER LEE FAACKS was employed by Defendants from August 2018 through September 2018 as a non-exempt employee in Nevada County, California.
 - 7. During her work with Defendants, Plaintiff was:
 - a. Willfully denied the payment of all wages due;
 - b. Willfully denied meal and rest breaks or compensation in lieu thereof;
 - c. Willfully denied the reimbursement of business expenses incurred;
 - d. Willfully denied complete and accurate wage statements; and
 - e. Willfully denied the timely payment of all wages upon separation of her employment.

B. Defendants

- 8. Defendant STORAGEPRO MANAGEMENT, INC. is a California corporation that operates in California. STORAGEPRO MANAGEMENT, INC. employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Nevada County in the State of California.
- 9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.
- 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

11. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on behalf of herself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

All non-exempt employees employed by Defendants in California at any time between September 13, 2015 and October 15, 2022.

- 13. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.
- 14. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

- 15. The potential members of the Class as defined are so numerous that joinder of all the members the Class is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.
- 16. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of members of the Class. Joinder of members of the Class is not practicable.

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B. Commonality

- 17. There are questions of law and fact common to the Class that predominate over any questions affecting only individual class members. These common questions of law and fact include, without limitation:
 - a. Whether Defendants failed to compensate Plaintiff and Class Members for all wages due, in violation of Labor Code §§ 510 and 1194;
 - Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class members, in violation of Labor Code § 226.7, and IWC Wage Order 4-2001;
 - c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class members, in violation of Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001;
 - d. Whether Defendants failed to reimburse Plaintiff and Class Members with all business-related expenses incurred in the discharge of their duties, in violation of Labor Code § 2802;
 - e. Whether Defendants failed to issue complete and accurate wage statements to Plaintiff and Class Members, in violation of Labor Code § 226(a), (e);
 - f. Whether Defendants failed to timely pay Plaintiff and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and
 - g. Whether Plaintiff and Class members are entitled to equitable relief pursuant to Business & Professions Code § 17200 et seq.

C. Typicality

18. The claims of the named Plaintiff are typical of the claims of members of the Class. Plaintiff and members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

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D. Adequacy of Representation

19. Plaintiff will fairly and adequately represent and protect the interests of members of the Class. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

- 20. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.
- 21. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 510 AND 1194)

- 22. Plaintiff incorporates paragraphs 1 through 21 of this Compla
- 22. Plaintiff incorporates paragraphs 1 through 21 of this Complaint as fully set forth herein.
- 23. During the liability period, Defendants have failed to pay Plaintiff and Class Members for all hours worked and all wages due, in violation of Labor Code §§ 510 and 1194. Defendant failed to pay Plaintiff and Class Members all minimum wages and overtime wages earned during the course of their employment. Plaintiff and Class Members were not paid for all hours worked and are owed minimum wages and overtime wages as a result.

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24. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum and overtime wages, Plaintiff and members of the Class have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code § 1194.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE § 226.7 AND IWC WAGE ORDER 4-2001)

- 25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as fully set forth herein.
- 26. Plaintiff and Class members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.
- 27. Defendants failed to provide Plaintiff and Class members proper rest periods, or compensation in lieu thereof, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Due to the busy nature of their work schedule, they were unable to always take, and not authorized to take, 10-minute rest periods for every four hours of work or major fraction thereof. When they were able to take a rest period, they were oftentimes late or cut short. Defendants also required Plaintiff and Class Members to remain on work premises during their rest periods.
- 28. Pursuant to Labor Code § 226.7 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all rest period compensation which she and Class members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 4-2001)

- 29. Plaintiff incorporates paragraphs 1 through 28 of this Complaint as fully set forth herein.
- 30. Plaintiff and Class members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001.
- Defendants failed to provide Plaintiff and Class members proper meal periods, or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five or more hours in duration and a second 30-minute meal period for every shift worked over ten hours in duration, but were not paid premium wages of one hour's pay for each missed meal period. When they were able to take a first or second meal period, they were oftentimes late or cut short. This violates Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001.
- 32. Pursuant to Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all meal period compensation which she and Class members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMURSE BUSINESS EXPENSES

(LABOR CODE § 2802)

- 33. Plaintiff incorporates paragraphs 1 through 32 of this Complaint as fully set forth herein.
- 34. Pursuant to California Labor Code § 2802, Defendants must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.
- 35. Plaintiff and Class Members used their personal cell phones and vehicles for execution of duties while working for Defendants. Defendants failed to reimburse Plaintiff or Class Members for these expenses incurred in the discharge of work duties, including but not limited to mileage and depreciation of their vehicle and cellular phone expenses.
- 36. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.
- 37. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set forth herein.

- 39. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).
- 40. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members were not paid all wages due, including premium wages for unauthorized meal and rest periods. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee including overtime pay, in violation of Labor Code § 226(a)(9).
- 41. Defendant's willful conduct in failing to provide Class Members with accurate itemized wage statements caused Plaintiff and members of the Class to be injured by not having been paid all wages due and being issued wage statements which do not reflect all information required by Labor Code § 226(a). As a result, Plaintiff and members of the Class are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

IX.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE AT

SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203 AND 227.3)

- 42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set forth herein.
- 43. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.
- 44. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, including all minimum and overtime wages due and premium wages for missed and denied meal and rest periods, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment. In addition, when Plaintiff was terminated, he was not issued his final wages immediately upon his termination instead, he was issued his final wages a day later.
- 45. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.
- 46. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

X.

SEVENTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEO.

- 47. Plaintiff incorporates paragraphs 1 through 46 of this Complaint as though fully set forth herein.
- 48. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and on behalf of the general public, and on behalf of others similarly situated, bring this claim pursuant to Business & Professions Code § 17200 et seq. The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and members of the Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.
- 49. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.
- 50. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business practices.
- 51. Wage and hour laws express fundamental public policies. Properly providing employees with all wages due and reimbursement of all expenses incurred in the discharge of their employment are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.
- 52. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair

business practices in violation of Business & Professions Code § 17200 et seq. depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

- 53. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 et seq. of the Business & Professions Code.
- 54. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 et seq. of the Business & Professions Code.
- 55. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others similarly situated have been damaged in a sum as may be proven.
- 56. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 et seq., this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and members of the Class to the money Defendants have unlawfully failed to pay.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

- 1. For compensatory damages, pursuant to Labor Code § 1194, in the amount of all unpaid wages due to Plaintiff and members of the Class;
- 2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Members, pursuant to Labor Code §§ 226.7 and 512;
 - 3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and members of the Class;
 - For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
 - 5. For reimbursement of all expenses incurred by Plaintiff and Class Members pursuant