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20
21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF ORANGE**
23

24 JOSUE URIBE, on behalf of himself and other
25 current or former employees,

26 Plaintiff,

27 vs.

28 CROWN BUILDING MAINTENANCE CO.;
and DOES 1 through 100, inclusive,

Defendant.

Case No. 30-2016-00839857-CU-OE-CXC

[Assigned for all purposes to The Honorable
Hon. William Claster, Dept. CX104]

**MARCH 2023 REVISED JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

Action Filed: March 9, 2016
Trial Date: None Set

Case No. 30-2016-00839857-CU-OE-CXC

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Josue Uribe
4 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
5 situated, and Defendant Crown Building Maintenance Co. dba Able Building Maintenance
6 (“Defendant” or “Able”) (collectively with Plaintiff, the “Parties”).

7 **THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

8 **DEFINITIONS**

9 The following terms, as used throughout this Agreement, are defined as follows:

- 10 1. “Action” means the civil action filed by Plaintiff entitled *Josue Uribe v. Crown*
11 *Building Maintenance Co.*, pending in the Superior Court of the State of California, County of
12 Orange, Case No. 30-2016-00839857-CU-OE-CXC.
- 13 2. “Class Counsel” means Alizadeh Employees Law, Prof. Corp.
- 14 3. “Class Counsel Award” means the amounts that the Court authorizes to be paid to
15 Class Counsel as attorneys’ fees for Class Counsel’s litigation and resolution of this Action and his
16 expenses and costs incurred in connection with the Action, paid from the Settlement Amount in
17 amount not to exceed \$315,000.00.
- 18 4. “Class Information” means information regarding Class Members that Defendant
19 will diligently and in good faith compile from its records and provide to the Settlement
20 Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement.
21 The Class Information will be formatted in a readable Microsoft Office Excel spreadsheet and will
22 include each Class Member’s full name; last known mailing address and telephone number;
23 employee ID number, Social Security number; dates of employment; and additional information
24 sufficient for the Settlement Administrator to determine the respective number of Eligible
25 Workweeks for each Class Member and each PAGA Member; and any other relevant information
26 needed to calculate settlement payments.
- 27 5. “Class Member(s)” or “Settlement Class” means all janitorial employees including
28 day porters, janitors and foremen and similarly situated manual labor employees who were, are, or

will be employed by Defendant in the State of California at any time during the period from June 10, 2011 to the Preliminary Approval Date or June 15, 2023, whichever occurs sooner.

6. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA Payment, in recognition of Plaintiff’s effort and work in prosecuting the Action on behalf of Class Members and PAGA Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of Class Representative Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

7. “Class Settlement Period” means the period from June 10, 2011 through the Preliminary Approval Date or June 15, 2023, whichever occurs sooner.

8. “Complaint” means the operative Complaint in the Action, including the Second Amended Complaint that the Parties anticipate Plaintiff will file in connection with the Settlement and that will be deemed filed on the Preliminary Approval Date, if granted.

9. “Court” means the Superior Court of the State of California for the County of Orange or any other court taking jurisdiction of the Action.

10. “Defendant” means Defendant Crown Building Maintenance Company dba Able Building Maintenance.

11. “Effective Date” means the later of: (a) if any timely objections are filed and not subsequently withdrawn, the sixty-first (61st) calendar day after the Court enters an order granting final approval of the Joint Stipulation of Class Action and PAGA Settlement and Release; (b) if any timely appeals are filed, the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement; or (c) if no timely objections are filed, or if all objections are withdrawn, the date upon which the Court enters an order granting final approval of the Joint Stipulation of Class Action and PAGA Settlement and Release.

12. “Eligible Pay Period” means any pay period in which a PAGA Member performed any work for Defendant during the PAGA Settlement Period according to Defendant’s records.

13. “Eligible Workweek” means any workweek in which a Class Member performed

any work for Defendant during the Class Settlement Period, according to Defendant's records.
[Defendant will determine the number of Eligible Workweeks by calculating the number of weeks each Class Member was employed by Defendant as a janitor during the period from June 10, 2011 to the Preliminary Approval Date or June 15, 2023, whichever occurs sooner, and rounding up to the nearest whole number.]

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

15. "Individual PAGA Payment" means the amounts paid from the PAGA Payment to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, namely \$25,000.00 as consideration for settlement of claims for civil penalties under PAGA.

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

17. "LWDA" means the California Labor and Workforce Development Agency.

18. "LWDA PAGA Payment" means to payment to be made to the LWDA as its 75% share of the PAGA Payment, namely \$75,000.00, as consideration for settlement of claims for civil penalties under PAGA.

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

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

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

22. “PAGA Members” means all individual who are or were previously employed by Defendant Crown Building Maintenance Co. in California as a janitorial employee at any time during the PAGA Settlement Period.

23. “PAGA Notice Letters” refers to (a) the February 3, 2016 PAGA Notice Letter filed by Plaintiff with the LWDA; and (b) the June 24, 2022 supplemental and amended PAGA Notice Letter filed by Plaintiff with the LWDA.

24. “PAGA Payment” means a gross payment in the aggregate of \$100,000.00 that is comprised of the LWDA PAGA Payment and all of the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA civil penalties as defined in this Settlement Agreement.

25. “PAGA Settlement Period” means the period from April 22, 2014 through the Preliminary Approval Date or June 15, 2023, whichever occurs sooner.

26. “Parties” means Plaintiff and Defendant collectively.

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

28. “Plaintiff” means Plaintiff Josue Uribe.

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

30. “Released Class Claims” shall mean any and all claims based on the factual or legal theories alleged in the Complaint, including claims for (i) failure to reimburse and the following “derivative” claims based on that reimbursement claim for (ii) failure to timely pay wage; (iii) failure to pay minimum wage; (iv) failure to pay overtime; (v) failure to timely pay wages upon termination; (vi) inaccurate wage statements; (vii) conversion; (viii) unfair competition; and (ix) and all damages, penalties, interest and other amounts recoverable under all claims under California and federal law, to the extent permissible, including but not limited to the California Labor Code and IWC Wage Order No. 5, based on the facts and theories alleged in the Action on which the reimbursement claim is predicated (collectively, the “Released Claims”). To be clear, the Released Class Claims do not extend to claims for minimum wage, inaccurate wage statements, etc. based on

any theory other than expense reimbursement. The period of the Release shall extend to the limits of the Class Settlement Period.

31. “Released PAGA Claims” shall mean all claims and causes of action for civil penalties under PAGA against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Complaint as well as in the PAGA Notice Letters, including for failure to reimburse (Labor Code section 2802) and the following “derivative” claims based on that reimbursement claim under Labor Code sections 201-204, 210, 226(a), 226.3, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6401, 6401.7, and 6403 and IWC Wage Order No. 5 based on the facts and theories alleged in the Action on which that reimbursement claim is predicated. To be clear, the Released PAGA Claims do not extend to civil penalties based on any theory other than expense reimbursement. The period of the Released PAGA Claims will be the PAGA Settlement Period.

32. “Released Parties” means Defendant and any of its former and present parents (including Able Services), subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, members, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any, and all persons acting under, by, through, or in concert with any of them, and each of them.

33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the class settlement. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class Action Settlement.

34. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator valid Requests for Exclusion, or postmark Notices of Objection to the Settlement. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by

1 the Claims Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case
2 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
3 The Response Deadline may also be extended by express agreement between Class Counsel and
4 Defendant. Under no circumstances, however, will the Settlement Administrator have the
5 authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion,
6 or objection to the settlement.

7 35. "Settlement" or "Settlement Agreement" means this Joint Stipulation of Class
8 Action and PAGA Settlement and Release.

9 36. "Settlement Administrator" means a third-party class action settlement administrator
10 agreed to by the Parties and approved by the Court for the purposes of administering this
11 settlement. The Parties each represent that they do not have any financial interest in the Settlement
12 Administrator or otherwise have a relationship with the Settlement Administrator that could create
13 a conflict of interest.

14 37. "Settlement Administration Costs" means the costs payable from the Total
15 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
16 but not limited to, printing, distributing, and tracking documents for this Settlement, calculating
17 estimated amounts per Class Member, tax reporting, distributing the Total Settlement Amount, and
18 providing necessary reports and declarations, and other duties and responsibilities set forth herein
19 to process this Settlement, and as requested by the Parties. The Settlement Administration Costs
20 will be paid from the Total Settlement Amount, including, if necessary, any such costs in excess of
21 the amount represented by the Settlement Administrator as being the maximum costs necessary to
22 administer the settlement. The Settlement Administration Costs are currently estimated to be One
23 Hundred Forty-Four Thousand Dollars and zero cents (\$144,000.00). To the extent actual
24 Settlement Administration Costs are greater such excess amount will be deducted from the Total
25 Settlement Amount.

26 38. "Total Settlement Amount" means the total maximum amount payable under the
27 terms of this Settlement Agreement, which is the gross sum of One Million Fifty Thousand Dollars
28 and zero cents (\$1,050,000.00) to be paid by Defendant in full satisfaction of all claims arising

1 from the Action and Plaintiff's Second Amended Complaint defined below, which includes all
2 Individual Settlement Payments to Participating Class Members, any Class Representative
3 Enhancement Payment to Plaintiff as approved by the Court, the PAGA Payment, Settlement
4 Administration Costs as approved by the Court, and a payment to Class Counsel of attorneys' fees
5 and reasonable litigation costs. The Settlement Administrator will make all required tax deductions
6 and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator
7 will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance
8 with the applicable provisions of this Settlement Agreement.

9 39. "Workweek Value" means the value of each Eligible Workweek, as determined by
10 the formula set forth in herein.

11 **RECITALS**

12 40. Class Certification. The Parties stipulate and agree to the certification of this Action
13 for purposes of this Settlement only. Should the Settlement not become final and effective as
14 herein provided, class certification will be set aside (subject to further proceedings on motion of
15 any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class
16 certification as part of the Settlement will have no bearing on, and will not be admissible in or
17 considered in connection with, the issue of whether a class should be certified in a non-settlement
18 context in this Action and will have no bearing on, and will not be admissible or considered in
19 connection with, the issue of whether a class should be certified in any other lawsuit.

20 41. Procedural History. On March 9, 2016, Plaintiff filed an initial complaint on behalf
21 of himself and other current and former hourly employees including janitors and day porters
22 throughout California. Plaintiff's original complaint included a claim for unreimbursed expenses
23 under Labor Code Section 2802 for his uniform and clothing, and slip-resistant shoes.

24 42. In March 2016, Defense counsel informed Plaintiff that Defendant intended to file a
25 notice of related cases because a separate action *Gama v. Crown Building Maintenance Co*, Case
26 No. RG15773582 was pending in the Alameda County Superior Court that alleged unreimbursed
27 expenses for required cell phone use on behalf of hourly employees performing janitorial work.
28 Defendant was concerned of the duplication of discovery and court time on the same subject of

1 Defendant's expense reimbursement practices.

2 43. On April 4, 2016, Plaintiff filed a Notice of Related cases.

3 44. On May 23, 2016, Plaintiff filed his First Amended Complaint ("FAC"). Plaintiff
4 alleges in the FAC and further amended Complaint that his former employer, Defendant, failed to
5 provide reimbursement for expenses and losses for required use of cell phones, uniform and other
6 clothing, and slip-resistant shoes in violation of California Labor Code Section 2802. Plaintiff
7 further alleges that because the unreimbursed expenses for his cell phone, uniform and clothing,
8 and slip-resistant shoes are considered "wages" or "compensation", he is entitled to damages based
9 on the following additional causes of action: (1) failure to pay all earned wages; (2) failure to pay
10 minimum wages; (3) failure to pay overtime compensation; (4) failure to timely pay wages upon
11 termination; (5) failure to provide accurate wage statements; (6) conversion; and (7) violation of
12 Labor Code section 2698 et seq., the Private Attorneys General Act of 2004 ("PAGA").

13 45. In response to Plaintiff's allegations in the FAC, Defendant filed a demurrer.

14 46. Defendant argued Plaintiff's generic "slip-resistant shoe" claim is preempted by
15 federal OSHA and California OSHA. Moreover, Plaintiff failed to allege facts that his generic
16 "slip-resistant shoes" require compensation under either federal OSHA or Cal OSHA because they
17 are not specialty shoes. Defendant also argued Plaintiff was not entitled to compensation for his
18 uniform because there are minimal facts regarding why his wearable items could not be washed
19 with his regular clothes or could not be exchanged for a new uniform from his employer.

20 Defendant further argued that an expense reimbursement claim is not a wage and therefore
21 Plaintiff's claims for unpaid minimum wages and overtime fail. Finally, Plaintiff's remaining
22 wage claims are derivative and therefore fail.

23 47. The Court subsequently denied Defendant's Demurrer.

24 48. The parties subsequently engaged in written discovery which included exchanging
25 records regarding Defendant's expense reimbursement practices, safety and orientation practices,
26 practices regarding safety and personnel protective equipment and documentation of Defendant's
27 payroll practices.

28 49. On September 15, 2016, Defendant took Plaintiff's deposition which confirmed

1 Defendant's position in its Demurrer. Plaintiff also testified that he could perform his job without
2 the use of a personal cell phone but on minimal and infrequent occasions he was contacted by a
3 manager on his personal cell phone for work related purposes.

4 50. Subsequently, the parties began settlement discussions.

5 51. The parties also engaged in written discovery regarding Plaintiff's potential claim of
6 expense reimbursement based on required cell phone use.

7 52. The Parties have conducted significant discovery and investigation of the facts and
8 law regarding Plaintiff amending his complaint to include a cell phone reimbursement claim. Such
9 discovery and investigation have included the exchange of hundreds of pages of cell phone records
10 including the cell phone records of Plaintiff and his supervisors; analyses by both Parties of a
11 representative sample of company issued cell phone records to identify the number of phone calls
12 made to putative class members within a three month period; the informal exchange of
13 information; discussions and meetings between representatives of the Parties; interviews of
14 potential witnesses and Class Members; analysis of relevant records and engaging an expert to
15 review cell phone records. In addition, the Parties have investigated the applicable law regarding
16 the claims and defenses to such claims, as well as the damages alleged by Plaintiff.

17 53. The conclusion of the investigation into Plaintiff's claims supported Defendant's
18 demurrer on Plaintiff's safety shoe and uniform reimbursement claims and there was no evidence a
19 cell phone is "required" to perform the duties of a janitor. Indeed, the evidence revealed that
20 Defendant does not have a phone number for more than half of the putative class members and
21 some putative class members share a cell phone.

22 54. Following Defendant's decision to file a motion for summary judgment on
23 Plaintiff's claims, the parties agreed to attend mediation.

24 55. On July 12, 2017, with the assistance of experienced mediator Alan Berkowitz, Esq.
25 of Judicate West, the Parties reached a Settlement Agreement.

26 56. Defendant also agreed to audit its supervisor use of company issued cell phones to
27 implement changes when needed. Based on Plaintiff's litigation efforts, the employer has begun
28 providing some janitors in the Los Angeles Area and in Orange County a monthly phone

1 allowance.

2 57. On February 2, 2018, the Court granted Isabel Garibay's Motion to Intervene.

3 58. On October 19, 2018, the Court granted Plaintiff's Motion for Preliminary Approval
4 of Settlement, based on the September 28, 2018 Revised Joint Stipulation of Representative Action
5 and Class Action Settlement and Release.

6 59. On September 17, 2019, the Court granted Plaintiff's Motion for Final Approval of
7 Settlement and entered Judgment.

8 60. On September 19, 2019, Intervenor Isabel Garibay filed a copy of the Judgment
9 with Court of Appeal and thereby commenced her appeal as to the Judgment.

10 61. On October 26, 2021, the Court of Appeal issued its opinion in *Uribe v. Crown*
11 *Building Maintenance Co.* (2021) 70 Cal. App.5th 986 (modified and certified for publication on
12 November 25, 2021; remittitur issued December 28, 2021). The Court of Appeal reversed this
13 Court's approval of the settlement, determining that Plaintiff's PAGA notice was technically
14 deficient because it did not expressly reference cell phones as a basis for Plaintiff's reimbursement
15 claim. 70 Cal. App. 5th at 1006. The Court of Appeal remanded the case for Plaintiff to correct the
16 deficiency. *Id.*

17 62. On June 24, 2022, Plaintiff filed a supplemental and amended PAGA Notice Letter
18 with the LWDA.

19 63. Thereafter, the Parties resumed discussions as to a renewed settlement process. In
20 furtherance of those discussions, Defendant provided Plaintiff with additional company cell phone
21 records covering the period from 2016 through 2022, as well as other policy and other documents.
22 The Parties also agreed that Defendant would nearly triple the original amount of the settlement
23 from \$370,000 to the \$1,050,000 now sought through this Settlement.

24 64. On January 27, 2023, the Court held a status conference and the Parties informed
25 the Court that Plaintiff intended to file a renewed motion for preliminary approval of settlement.
26 The Court set March 17, 2023 as the deadline for Plaintiff to file a motion for preliminary
27 approval.

28 65. Benefits of Settlement to Settlement Class Members. Plaintiff has taken into

1 account the uncertainty and risk of the outcome of further litigation, and has also taken into
2 account the ability of Plaintiff and Class Members to collect on any judgment. Specifically,
3 Plaintiff has taken into account that his case has minimal settlement value and Defendant would
4 likely be successful in filing a motion for summary judgment and/or opposing class certification.
5 Plaintiff has taken into consideration that the policies and practices regarding uniform
6 compensation and cell phone use vary throughout California and is governed by policies and
7 practices narrowly tailored for each property and property owner, various collective bargaining
8 agreements and agreements with each individual property. Finally, Plaintiff has taken into
9 consideration, some of Plaintiffs' claims on behalf of the same class have already been denied
10 certification by Judge Gail Andler in Orange County Superior Court, Complex Division for lack of
11 commonality and as unmanageable [*Cervantes v. Crown Building Maintenance Co.*, Case No. 30-
12 2013-00684702]. All of the aforementioned are barriers to commonality and manageability.
13 Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary
14 to litigate their disputes through trial and through any possible appeals. Plaintiff and Class Counsel
15 have also taken into account Defendant's agreement to enter into a settlement that confers
16 substantial relief upon Settlement Class Members. Based on the foregoing, Plaintiff and Class
17 Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair,
18 adequate and reasonable settlement, and is in the best interests of Class Members.

19 66. Defendants' Reasons for Settlement. Defendant has concluded that any further
20 defense of this litigation would be protracted and expensive for all Parties because Plaintiff's
21 claims lack merit and are not subject to certification. Substantial amounts of time, energy, and
22 resources of Defendant have been consumed and, unless this Settlement is made, will continue to
23 be devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendant has
24 also taken into account the risks of further litigation in reaching its decision to enter into this
25 Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by
26 Plaintiff in the Action, Defendant has, nonetheless, agreed to settle in the manner and upon the
27 terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendant
28 contends that it has complied with all applicable state, federal and local laws.

67. Defendant's Defenses and Denial of Wrongdoing. Defendant has claimed and continues to claim that Plaintiff's claims have no merit and do not give rise to liability.

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

69. Maximum Amount Payable by Defendant. Under the terms of this Settlement, the maximum amount payable by Defendant will not exceed the Total Settlement Amount of One Million Fifty Thousand Dollars and zero cents (\$1,050,000.00). The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Total Settlement Amount.

TERMS OF AGREEMENT

70. The Plaintiff, on behalf of himself and the Settlement Class, and Defendant, agree as follows:

71. Release As To All Participating Class Members. As of the Effective Date, in exchange for the consideration set forth in this Settlement Agreement, Plaintiff and the Participating Class Members, as well as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

72. Release as To All PAGA Members. Upon the Effective Date, as representatives of

1 the State of California and on behalf of the LWDA, the PAGA Employees fully and finally release
2 the Released Parties from the PAGA Released Claims for the PAGA Settlement Period. These
3 releases will take effect whether or not a PAGA Member receives his or her Individual PAGA
4 Payment or cashes and deposits any check for the Individual PAGA Payment.

5 73. Second Amended Complaint. As a condition of settlement, Plaintiff will file a
6 Second Amended Complaint (“SAC”) seeking class action relief and including a claim of failure to
7 provide expense reimbursement for allegedly required personal cell phone use in violation of Labor
8 Code Section 2802, a Business and Professions Code claim, a class period from June 10, 2011 to
9 the present, a PAGA period from April 22, 2014 to the present, and conform the pleadings with the
10 scope of the Settlement and Released Claims, in the form attached hereto as **Exhibit D**. Defendant
11 will not be required to file an answer or other responsive pleading to the SAC. If, for any reason,
12 the Court does not grant final approval of the Settlement, or if the Settlement does not become final
13 and effective for any reason, then the SAC will be deemed withdrawn and the FAC will again
14 become the operative complaint without prejudice to Plaintiff’s right to seek leave to file another
15 amended complaint. Defendant does not impliedly or expressly waive any arguments or defenses
16 to the SAC.

17 74. Funding of the Total Settlement Amount. Within seven (7) calendar days after the
18 Effective Date, the Settlement Administrator shall send Defendant’s Counsel electronic wiring
19 instructions for paying the Total Settlement Amount (\$1,050,000.00) into a Qualified Settlement
20 Fund (“QSF”) to be established by the Settlement Administrator. The Settlement Administrator
21 will also inform Defendant of the amount to be sent to the QSF to pay for the employer’s share of
22 payroll taxes. No later than twenty-one (21) calendar days after the Effective Date, Defendant shall
23 fund the QSF. To the extent that Defendant previously funded some portion of the Settlement
24 based on the original settlement, it shall receive a credit against that amount and only need to wire
25 the additional amount to make up the difference to the Total Settlement Amount. The Settlement
26 Administrator shall then disburse the funds as approved per this Agreement.

27 75. Attorneys’ Fees and Costs. Class Counsel will apply to the Court for an award of
28 not more than Three Hundred Fifteen Thousand Dollars and zero cents (\$315,000.00) of the Net

1 Settlement Amount as his Fees and Cost award. Defendant agrees not to oppose any such
2 applications which are consistent with this paragraph. The amount of attorneys' fees and costs shall
3 include payment for time expended by Class Counsel up to and including the final approval of the
4 Settlement, but not any time expended on an appeal.

5 76. Class Representative Enhancement Payment. In exchange for a general release, and
6 in recognition of his effort and work in prosecuting the Action on behalf of Class Members,
7 Defendant agrees not to oppose or impede any application or motion for a Class Representative
8 Enhancement Payment up to Five Thousand Five Hundred Dollars and zero cents (\$7,500.00). The
9 Class Representative Enhancement Payment will be paid from the Total Settlement Amount and
10 will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement.
11 Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the payments
12 made pursuant to this paragraph and will indemnify and hold Defendant harmless from any claim
13 or liability for taxes, penalties, or interest arising as a result of the payments.

14 77. Settlement Administration Costs. The Settlement Administrator will be paid for the
15 reasonable costs of administration of the Settlement and distribution of payments from the Total
16 Settlement Amount, which is currently estimated to be One Hundred Forty-Four Thousand Dollars
17 and zero cents (\$144,000.00). These costs, which will be paid from the Total Settlement Amount,
18 will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the
19 issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet, calculating and distributing the
20 Total Settlement Amount, and providing necessary reports and declarations.

21 78. PAGA Payments. Subject to Court approval, the Parties agree that the amount of
22 One Hundred Thousand Dollars (\$100,000.00) of the Total Settlement Amount will be allocated to
23 the resolution of any PAGA Members' claims for civil penalties arising under PAGA. Pursuant to
24 PAGA, Seventy Five Percent (75%), or Seven-Five Thousand Dollars and zero cents (\$75,000.00),
25 of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
26 Agency. Twenty Five Percent (25%), or Twenty-Five Thousand Dollars and zero cents
27 (\$25,000.00), of the PAGA Payment will be paid to PAGA Members. Any portion of the PAGA
28 Payment not approved by the Court will be added to the Net Settlement Amount and any additional

amount ordered by the Court shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount. The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) days after Defendant fully funds the settlement. The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Eligible Pay Periods. Individual PAGA Payments shall be mailed, together with Individual Settlement Payments, within fifteen (15) days after Defendant fully funds the settlement.

79. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Amount is \$483,500.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$1,050,000.00
Requested Class Rep. Award:	\$7,500.00
Requested Class Counsel Fees:	\$315,000.00
PAGA Payment to LWDA:	\$75,000.00
PAGA Payment to PAGA Members	\$25,000.00
Settlement Administrator Costs:	\$144,000.00
Net Settlement Amount	\$483,500.00

This is a non-reversionary Settlement in which Defendant will pay the entire Total

1 Settlement Amount. No portion of the Total Settlement Amount will revert to Defendant. The
2 employer's share of payroll taxes and other required withholdings from Individual Settlement
3 Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be
4 paid separately from, and in addition to, the Total Settlement Amount. Any award of less than the
5 amounts requested for class representative enhancement, administrative costs, litigation costs, or
6 attorneys' fees will be returned to the Net Settlement Amount and distributed to the Participating
7 Settlement Class Members.

8 80. Individual Settlement Payment Calculations. Individual Settlement Payments will
9 be calculated and apportioned from the Net Settlement Amount based on the number of
10 Workweeks a Participating Class Member worked during the Class Settlement Period. Specific
11 calculations of Individual Settlement Payments will be made as follows:

- 12 a. Defendant will calculate the total number of Workweeks worked by each
13 Participating Class Member ("Individual Workweeks") and the total number
14 of Workweeks worked by all Participating Class Members ("Class
 Workweeks) during the Class Period.
- 15 b. To determine each Participating Class Member's Individual Settlement
16 Payment, the Settlement Administrator will use the following formula:
 Individual Settlement Payment = (Individual Workweeks ÷ Class
17 Workweeks) × Net Settlement Amount.
- 18 c. If there are any unclaimed Individual Settlement Payments, the Settlement
19 Administrator will proportionately increase the Individual Settlement
20 Payment for each Participating Class Member so that the amount actually
 distributed to Participating Class Members equals One Hundred Percent
21 (100%) of the Net Settlement Amount.
- 22 d. The Individual Settlement Payment will be reduced by any required
 deductions for each Participating Class Members as set forth herein,
 including employee-side tax withholdings or deductions.

23 81. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Settlement, as well as any other payments made pursuant
25 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
26 which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus
27 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
28 other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect

any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

82. Settlement Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

83. Delivery of the Class Information. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class Information to the Settlement Administrator and to Class Counsel.

84. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class Information from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class Information.

85. Response Deadline. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator valid Dispute Forms, Requests for Exclusion, or postmark Notices of Objection to the Settlement. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Dispute Forms, Requests for Exclusion, or Notice of Objection will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Dispute Form, Request for Exclusion, or objection to the settlement.

86. Disputed Information on Notice Packets. Class Members and PAGA Members who disagree with the number of Eligible Workweeks or Eligible Pay Periods will have an opportunity

1 to dispute the information provided in their Notice Packets. A Dispute Form will be included in
2 the Notice Packets and an example is attached hereto as **Exhibit B**. To the extent Class Members
3 dispute the number of Workweeks to which they have been credited or the amount of their
4 Individual Settlement Payment, Class Members may produce evidence to the Settlement
5 Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's
6 records, Defendant's records will be presumed determinative. However, if a Class Member
7 produces evidence to the contrary, the Settlement Administrator will evaluate the evidence
8 submitted by the Class Member and will make the final decision as to the number of eligible
9 Workweeks that should be applied and/or the Individual Settlement Payment to which the Class
10 Member may be entitled. All such disputes are to be resolved not later than fourteen (14) calendar
11 days after the Response Deadline.

12 87. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
13 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the
14 Settlement Administrator within the Response Deadline. A Request for Exclusion will be included
15 in the Notice Packets and an example is attached hereto as **Exhibit C**. The date of the postmark on
16 the return mailing envelope or fax receipt confirmation will be the exclusive means to determine
17 whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be
18 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
19 Defendant's Counsel the Requests for Exclusion that were timely submitted.

20 88. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
21 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
22 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
23 Released Claims, as well as any Judgment that may be entered by the Court if it grants final
24 approval to the Settlement. Even if a Class Member timely seeks to opt out of the Settlement
25 Agreement, he or she will still be bound by the Released PAGA Claims and receive the Individual
26 PAGA Payment.

27 89. Objection Procedures. To object to the Settlement Agreement, a Class Member
28 must postmark a valid Notice of Objection to the Settlement Administrator on or before the

1 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all
2 information required by this Settlement Agreement. The postmark date will be deemed the
3 exclusive means for determining that the Notice of Objection is timely. Class Members who fail to
4 object in the specific and technical manner specified above will be deemed to have waived all
5 objections to the Settlement and will be foreclosed from making any objections and seeking any
6 adjudication or review, whether by appeal or otherwise, to the Settlement Agreement. Class
7 Members who postmark timely Notices of Objection will have a right to appear at the Final
8 Approval Hearing in order to have their objections heard by the Court. At no time will any of the
9 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
10 objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel
11 will not represent any Class Members with respect to any such objections to this Settlement.

12 90. Certification Reports Regarding Individual Settlement Payment Calculations. The
13 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
14 which certifies: (a) the number of Class Members who have submitted valid Requests for
15 Exclusion; (b) the Net Settlement Amount claimed by Participating Class Members; and (c)
16 whether any Class Member has submitted a challenge to any information contained in their Notice.
17 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
18 reports regarding the administration of the Settlement Agreement as needed or requested.

19 91. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
20 Participating Class Members will be negotiable for at least one hundred twenty (120) calendar days. Those
21 funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-
22 cashed for more than one hundred twenty (120) calendar days after issuance will be treated as void and the
23 amount sent by the Settlement Administrator to the State of California's Unclaimed Property Fund.

24 92. Certification of Completion. Upon completion of administration of the Settlement,
25 the Settlement Administrator will provide a written declaration under oath to certify such
26 completion to the Court and counsel for all Parties.

27 93. Tax Treatment of Individual Settlement Payments. All Individual Settlement
28 Payments will be allocated as follows: one-third (1/3) of each Individual Settlement Payment will

1 be allocated as wages, one-thirds (1/3) will be allocated as penalties and one-third (1/3) will be
2 allocated as interest. The portion allocated to wages will be reported on an IRS Form W-2 and the
3 portions allocated to penalties and interest will be reported on an IRS Form-1099 by the Settlement
4 Administrator. All Individual PAGA Payments shall be allocated as 100% penalties.

5 94. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
7 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
8 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
9 all payroll taxes and penalties to the appropriate government authorities.

10 95. Tax Liability. Defendant makes no representation as to the tax treatment or legal
11 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
12 relying on any statement, representation, or calculation by Defendant or by the Settlement
13 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
14 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
15 described herein.

16 96. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
17 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
18 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
19 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
20 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
21 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
22 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
23 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
24 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
25 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
26 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
27 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
28 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE

1 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
3 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
4 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
5 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
6 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
7 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
8 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
9 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
10 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
11 AGREEMENT.

12 97. No Prior Assignments. The Parties and their counsel represent, covenant, and
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
14 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
15 action, cause of action or right herein released and discharged.

16 98. Release of Additional Claims & Rights by Plaintiff. Upon the Effective Date, and
17 as a condition of receiving any portion of his Class Representative Enhancement Payment, Plaintiff
18 will agree to the additional following General Release: In consideration of Defendant's promises
19 and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and
20 all Released Claims and also generally releases and discharge the Released Parties from any and all
21 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or
22 could have been asserted against the Released Parties arising out of or relating to Plaintiff's
23 employment by Defendant or termination thereof, including but not limited to claims for wages,
24 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
25 employment. This release specifically includes any and all claims, demands, obligations and/or
26 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
27 provided by the Settlement Agreement) relating to or in any way connected with the matters
28 referred to herein, whether or not known or suspected to exist, and whether or not specifically or

1 particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
2 California Civil Code Section 1542, which provides:

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

8 99. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right
9 to void and withdraw from the Settlement if, at any time prior to Final Approval, two percent (2%)
10 or more of Class Members submit valid Requests for Exclusion. If the option to rescind is
11 exercised, then Defendant will be solely responsible for all Settlement Administration Costs
12 incurred to the date of rescission.

13 100. Nullification of Settlement Agreement in Whole or Part. In the event that: (a) the
14 Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not
15 become final for any other reason, then this Settlement Agreement, and any documents generated
16 to bring it into effect, will be null and void, and all amounts deposited into the QSF will be
17 returned to Defendant. Any order or judgment entered by the Court in furtherance of this
18 Settlement Agreement will likewise be treated as void from the beginning. The Parties also
19 contemplate that the Settlement may be nullified in part, as follows, if the Settlement is fully
20 approved by the trial Court but thereafter appealed to the Court of Appeal. In the event that the
21 Court of Appeal does not overturn the portion of the Settlement related to the Released Class
22 Claims but instead finds for whatever reason that it cannot affirm only the portion of the Settlement
23 that applies to the Released PAGA Claims, Defendant Crown has the option, within ten (10) days
24 of the appellate stay being lifted by the trial Court, to finalize the Settlement as to only the
25 Released Class Claims. If so, Defendant Crown will continue to fund every portion of the
26 Settlement other than the PAGA Payment. The Parties can thereafter separately address the
27 remaining PAGA claims not covered by the Settlement.

28 101. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to

request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement, Workweeks/Pay Periods Dispute Form, and Request For Exclusion, attached as Exhibits A through C. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

102. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Dispute Forms, Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

103. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

104. Destruction of Company Records. Plaintiff and Class Counsel agree to immediately

1 destroy any and all records provided to them by Defendant in this Action, including photocopies,
2 electronic copies, and all reproductions. This includes, but is not limited to copies of Defendant's
3 policies and procedures, electronic data, pay records, and time records.

4 105. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
5 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

7 106. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
8 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
9 agreements may be deemed binding on the Parties.

10 107. Amendment or Modification. This Settlement Agreement may be amended or
11 modified only by a written instrument signed by counsel for all Parties or their successors-in-
12 interest.

13 108. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
16 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
17 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
18 counsel will cooperate with each other and use their best efforts to effect the implementation of the
19 Settlement. If the Parties are unable to reach agreement on the form or content of any document
20 needed to implement the Settlement, or on any supplemental provisions that may become necessary
21 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
22 such disagreement.

23 109. Binding on Successors and Assigns. This Settlement Agreement will be binding
24 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
25 defined.

26 110. California Law Governs. All terms of this Settlement Agreement and Exhibits
27 hereto will be governed by and interpreted according to the laws of the State of California.

28 111. Execution and Counterparts. This Settlement Agreement is subject only to the

1 execution of all Parties. However, the Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
3 of the signature page, will be deemed to be one and the same instrument provided that counsel for
4 the Parties will exchange among themselves original signed counterparts.

5 112. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
6 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
8 taking into account all relevant factors, present and potential. The Parties further acknowledge that
9 they are each represented by competent counsel and that they have had an opportunity to consult
10 with their counsel regarding the fairness and reasonableness of this Settlement. In addition, the
11 Mediator may execute a declaration supporting the Settlement and the reasonableness of the
12 Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and
13 whether or not the Settlement is objectively fair and reasonable.

14 113. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
16 extent possible consistent with applicable precedents so as to define all provisions of this
17 Settlement Agreement valid and enforceable.

18 114. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
19 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
20 Counsel may appeal any reduction in the Attorneys' Fees and Costs below the amount they
21 requests from the Court, and either party may appeal any court order that materially alters the
22 Settlement Agreement's terms.

23 115. Class Action Certification for Settlement Purposes Only. The Parties agree to
24 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
25 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
26 that certification for purposes of the Settlement is not an admission that class action certification is
27 proper under the standards applied to contested certification motions and that this Settlement
28 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a

1 class action should be certified or (b) Defendant are liable to Plaintiff or any Class Member, other
2 than according to the Settlement's terms.

3 116. Captions. The captions and section numbers in this Settlement Agreement are
4 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
5 intent of the provisions of this Settlement Agreement.

6 117. Waiver. No waiver of any condition or covenant contained in this Settlement
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
8 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
9 right or remedy.

10 118. Enforcement Action. In the event that one or more of the Parties institutes any legal
11 action or other proceeding against any other Party or Parties to enforce the provisions of this
12 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
13 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
14 and costs, including expert witness fees incurred in connection with any enforcement actions.

15 119. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
16 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
17 construed more strictly against one party than another merely by virtue of the fact that it may have
18 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-
19 length negotiations between the Parties, all Parties have contributed to the preparation of this
20 Settlement Agreement.

21 120. Representation By Counsel. The Parties acknowledge that they have been
22 represented by counsel throughout all negotiations that preceded the execution of this Settlement
23 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
24 counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there
25 are no liens on the Settlement Agreement.

26 121. All Terms Subject to Final Court Approval. All amounts and procedures described
27 in this Settlement Agreement herein will be subject to final Court approval.

28 122. Cooperation and Execution of Necessary Documents. All Parties will cooperate in

1 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
2 this Settlement Agreement.

3 123. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
5 fully enforceable and binding on all parties, and agree that it will be admissible and subject to
6 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
7 provisions that otherwise might apply under federal or state law.

8 124. Confidentiality: The Parties and their counsel agree that they will not issue any
9 press releases, initiate any contact with the press, respond to any press inquiry, or have any
10 communication with the press about the fact, amount or terms of the Settlement. In addition, the
11 Parties and their counsel agree that they will not engage in any advertising or distribute any
12 marketing materials relating to the Settlement of this case prior to preliminary approval, including
13 but not limited to any postings on any websites maintained by Class Counsel. Any communication
14 about the Settlement to Class Members prior to the court approved mailing will be limited to a
15 statement that a settlement has been reached and the details will be communicated in a forthcoming
16 Court-approved notice.

17 125. Plaintiff and Class Counsel represent that they are not currently aware of any
18 unalleged claims in addition to, or different from, those which are finally and forever settled and
19 released against the Released Parties by this Settlement. Plaintiff and Class Counsel further
20 represent that they have no current intention of asserting any claims against Defendant in any
21 judicial or administrative forum. Plaintiff and Class Counsel further represent that they do not
22 currently know of or represent any persons who have expressed any interest in litigation against
23 Defendant, or that Class Counsel believes to have potential claims against Defendant, excepting
24 only the Settlement Class. The Parties further acknowledge understand and agree that this
25 representation is essential to the Agreement and that this Agreement would not have been entered
26 into were it not for this representation.

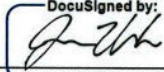
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APPROVED AND ACCEPTED

Dated: March 16, 2023

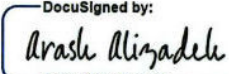
Josue Uribe

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**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: March 16, 2023

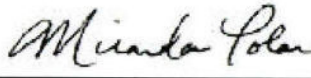
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CORP.

By 
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Arash N. Alizadeh
Attorney for Plaintiff

APPROVED AND ACCEPTED

Dated: March 17, 2023

Defendant Crown Building Maintenance Co. dba
Able Building Maintenance Co.

By 
Title _____

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: March 17, 2023

OGLETREE DEAKINS NASH SMOAK &
STEWART, P.C.

By 
Douglas J. Farmer
Carolyn B. Hall
Attorneys for Defendant

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

If you are or were a janitorial employee of Crown Building Maintenance Co., dba Able Building Maintenance (“Crown”), including day porters, janitors and foremen or similarly situated hourly employees, employed full time or part time during the period of June 10, 2011 to **DATE.
You May Be Able to Collect Money From a Class Action Settlement.**

The Orange County Superior Court permitted this notice. This is not an ad.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO RECEIVE ADDITIONAL WAGES AS YOUR PORTION OF A CLASS ACTION SETTLEMENT BECAUSE YOU WERE EMPLOYED CROWN BUILDING MAINTENANCE DURING THE TIME PERIOD SHOWN ABOVE.

AS EXPLAINED IN THIS NOTICE, IF THE COURT APPROVES THIS CLASS AND PAGA SETTLEMENT THEN YOU MAY RECEIVE PAYMENTS UNDER THIS SETTLEMENT. YOU ARE RECEIVING THIS NOTICE BECAUSE BASED ON CROWN’S RECORDS, YOU ARE A SETTLEMENT CLASS MEMBER AND/OR A PAGA MEMBER.

IF YOU ARE A SETTLEMENT CLASS MEMBER AND/OR A PAGA MEMBER, YOU ARE ELIGIBLE FOR PAYMENT FROM THE SETTLEMENT DESCRIBED IN THIS NOTICE WITHOUT THE NEED TO RETURN A CLAIM FORM. YOUR ESTIMATED SETTLEMENT SHARE IS SET FORTH BELOW. YOUR ACTUAL SETTLEMENT SHARE MIGHT BE HIGHER OR LOWER. PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT IT IS ACCURATE.

IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT, YOU MUST COMPLETE AND RETURN A WRITTEN ELECTION NOT TO PARTICIPATE ON OR BEFORE (**60 DAYS AFTER MAILING**), 2023, OTHERWISE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE HONORABLE WILLIAM CLASTER, SUPERIOR COURT JUDGE IN THE COUNTY OF ORANGE, CALIFORNIA, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

CROWN CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT, CHOOSING NOT TO PARTICIPATE IN THIS SETTLEMENT, OR OBJECTING TO THIS SETTLEMENT.

- A former employee has sued Crown on behalf of himself and all other similarly situated employees (the “Action”);
- The parties to the Action have reached a tentative settlement, and the Court has preliminarily approved it;
- The settlement resolves the Action;
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

THESE RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.

The Court in charge of this case is Orange County Superior Court, and the case is known as *Josue Uribe et al. v. Crown Building Maintenance dba Able Building Maintenance* Case No. 30-2016-00839857-CU-OE-CXC. The Honorable Judge William Claster is the judge presiding over this case. The Court still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. Please be patient.

1. Why Should You Read This Notice?

You should read this Notice because Crown’s records indicate that you are a Settlement Class Member and/or PAGA Member and you may be entitled to money from a class action and PAGA settlement.

This Notice informs you of your rights to share in the settlement and, if you so choose, to exclude yourself from the class action settlement or to object to the class action settlement terms. There was a Preliminary Approval hearing on **DATE**, 2023, before Judge William Claster of the Orange County Superior Court. The Court preliminarily approved this class action settlement and directed that you receive this Notice. The Court will hold a Final Approval Hearing on **[INSERT DATE]**.

The class action settlement will resolve all Class Members’ claims described below during the Class Period which is June 10, 2011 through **DATE**, 2023. This Notice informs you of your rights to share in the settlement and, if you so choose, to exclude yourself from the class action settlement or to object to the class action settlement terms.

2. What Is The Lawsuit About?

The named plaintiff in the Action, Josue Uribe (“Uribe”), filed a lawsuit on behalf of all of Crown’s janitorial employees including day porters, janitors and foremen and similarly situated manual labor employees in California seeking injunctive relief, money damages, attorneys’ fees and penalties for the following categories of alleged claims: failure to pay all earned wages; failure to pay minimum wages, including overtime; failure to pay overtime compensation; failure to reimburse for all expenditures and losses (including safety shoe expenses, uniform related expenses, and personal cell phone use related expenses); failure to provide accurate wage statements; conversion; unfair business practices, and penalties under the Private Attorneys General Act (“PAGA”) (Labor Code § 2699).

The time period covered by the Action is June 10, 2011 to **DATE**, 2023.

Crown denies Uribe's allegations and asserts that it has no liability for any of Uribe's or the Class Members' claims under any statute, wage order, common law, or equitable theory. However, Crown has agreed to settle the Action to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Crown or an indication that any law was violated.

3. *Why Is This A Class Action?*

This case was proposed and is being settled as a class action. In a class action, one or more people, called Class Representatives (in this case Josue Uribe), sue on behalf of others who may have similar claims and who are referred to as Class Members. Rather than litigating or settling multiple individual lawsuits, one case resolves the claims at issue for all Class Members, except for those who choose to exclude themselves from the Class.

4. *Why Is There A Settlement?*

The Court did not decide in favor of Uribe or Crown and there was no trial. The Class Representative, Uribe, thinks he could have won at trial. Crown thinks the Class Representative would not have won anything at trial. Crown does not admit to any of the claims alleged in the lawsuit and denies that it owes money to Plaintiff or to the Class Members for any of the alleged claims. Crown chose to settle this lawsuit as a compromise to avoid the cost of litigation. The Class Representative and the attorneys think the settlement is best for the members of the Class.

5. *What Does The Settlement Provide?*

Crown has agreed to pay \$1,050,000.00 ("Total Settlement Amount"), to cover (a) settlement payments to participating Class Members; (b) the cost of administering the settlement; (c) payments made to the State of California for resolution of PAGA claims; (d) incentive payments to the named Plaintiff; and (e) attorneys' fees and costs. After deducting items b-e from the Total Settlement Amount, the balance, called the "Net Settlement Amount," will be available to pay all participating Settlement Class Members. **Class Counsel's attorney's fees and costs and Plaintiff's Incentive Payment remain subject to Court approval.**

6. *What is the Settlement Amount?*

The proposed Settlement provides for a maximum payment of \$1,050,000.00 to fully and finally resolve all claims in the Action (referred to as the "Total Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of up to \$315,000.00; a "Class Representative Enhancement Payment" of up to \$7,500 for Plaintiff Josue Uribe for his work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and a general release of all claims; settlement administration expenses to RG/2 Settlement Administrators, estimated at \$144,000.00; and a \$100,000.00 "PAGA Payment" to the California Labor Workforce and Development Agency ("LWDA") and PAGA Members in settlement of claims for penalties under PAGA. The exact amount of the attorneys' fees, Class Representative service payments, and settlement administration expenses will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount is estimated to be \$483,500. The Net Settlement Fund will be apportioned and paid out entirely, automatically, to all "Participating Class Members," who are the Settlement Class Members who do not ask to be excluded from the class action settlement, as "Individual Settlement Payments."

No portion of the Total Settlement Amount will revert to Crown under any circumstances.

7. *How Much Will My Payment Be?*

Participating Class Members will receive a pro rata share of the Net Settlement Amount based on the number

of weeks they worked for Crown during the time period of June 10, 2011 to **DATE**, 2023 (the “Class Settlement Period”).

The Net Settlement Amount will be entirely distributed to the Participating Class Members. It will be allocated to each Participating Class Member will be based on the individual’s total number weeks that he or she was employed by Crown in California and received a wage statement with withholdings for California taxes from June 10, 2011 through **DATE**, 2023 in relation to the total number of Participating Class Members’ weeks employed in California during the same time period. Your estimated portion of the Net Settlement Amount based on your Covered Workweeks in Crown’s records is set forth below.

Based on Crown’s records, you worked weeks during the Class Settlement Period and your estimated Individual Settlement Payment is \$, before applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated. If you wish to dispute your number of pay periods during the Class Settlement Period, you must notify the Settlement Administrator in writing, no later than sixty (60) days after the mailing of this Notice. A Dispute Form is included in this Notice Packet. Please provide any proof you may have that you were employed by Crown for a different number of pay periods during the Class Settlement Period.

A portion of each individual Settlement Payment shall be considered settlement of alleged unpaid wages and subject to the withholding of federal, state and local income taxes including FICA taxes. The remaining portions of each Individual Settlement Payment shall not be subject to payroll withholding. The Settlement Administrator shall issue to each Participating Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The Settlement Administrator shall issue an IRS Form 1099 to each settling Class Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages. All settling Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received. Each Participating Class Member who accepts a Settlement Payment agrees to indemnify and hold CROWN harmless for any liability he or she incurs to any tax authority on account of the Participating Class Member’s failure to pay all taxes due.

8. How will the PAGA Payment be distributed?

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

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. You are only a PAGA Member if you worked for Crown during the period April 22, 2014, through **DATE**, 2023 (the “PAGA Settlement Period”). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked during the PAGA Settlement Period. Based on Crown’s records, your total number of pay periods during the PAGA Settlement Period is . Based on that, your anticipated approximate Individual PAGA Payment is \$. If you wish to dispute your number of pay periods during the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than sixty (60) days after the mailing of this Notice. A Dispute Form is included in this Notice Packet. Please provide any proof you may have that you were employed by Crown for a different number of pay periods during the PAGA Settlement Period.

9. How will the Settlement Payment be distributed?

If the Settlement is approved, you do not need to anything to receive a Settlement Payment. If the Court approves the Settlement at a final approval hearing, your Settlement Payment will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of**

any change in your address as your Settlement Payment will be mailed to the last known address it has on file for you if the Court approves the settlement.

10. *When Will I Receive My Settlement Payment?*

If there are no pending objections, the settlement shares and other amounts will be paid approximately 30 days after the Court grants final approval of the settlement. If there are objections and then an appeal, no checks will be sent out until the appeal is fully resolved and the Settlement is affirmed by the appellate court. In the event that only the class-action portion of the Settlement is upheld on appeal, Crown may elect to continue funding the settlement and you will only receive the Individual Settlement Payment, but you will not receive the Individual PAGA Payment and you will not release any claims under the PAGA portion of the Settlement.

11. I received a notice about a similar settlement in 2018 but never received a check. Why not?

If you worked for Crown in 2018 or earlier, you may have received another notice about an earlier settlement in this same matter, including a request to return a claim form if you wished to participate in that settlement. That settlement did not ultimately become final due to an appeal, but this settlement replaces the prior settlement. Assuming that this settlement becomes final, you will receive a single payment covering the period before and after 2018. Unlike the previous settlement, you do not need to return a claim form. As explained here, you will receive your share of the settlement even if you do nothing.

12. *What Am I Giving Up To Get A Settlement Payment?*

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

This class action settlement contains a release in which Participating Class Members release Crown, and its former and present parents (including Able Services), subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, members, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any, and all persons acting under, by, through, or in concert with any of them (collectively, “Released Parties”), and each of them as of the Date of Final Approval, from the following: any and all claims based on the factual or legal theories alleged in the Complaint, including claims for (i) failure to reimburse and the following “derivative” claims based on that reimbursement claim for (ii) failure to timely pay wage; (iii) failure to pay minimum wage; (iv) failure to pay overtime; (v) failure to timely pay wages upon termination; (vi) inaccurate wage statements; (vii) conversion; (viii) unfair competition; and (ix) and all damages, penalties, interest and other amounts recoverable under all claims under California and federal law, to the extent permissible, including but not limited to the California Labor Code and IWC Wage Order No. 5, based on the facts and theories alleged in the Action on which the reimbursement claim is predicated (collectively, the “Released Claims”). To be clear, the Released Class Claims do not extend to claims for minimum wage, inaccurate wage statements, etc. based on any theory other than expense reimbursement. The period of the Release shall extend to the limits of the Class Settlement Period.

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

After the Court grants final approval of the Settlement, then Plaintiff, as representative of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Released Parties from all claims and causes of action for PAGA civil penalties against the Released Parties that were alleged or that could have been alleged based on the facts asserted in the Complaint as well as in the PAGA Notice Letters IWC Wage Order No. 5, as well as any and all claims for attorneys’ fees, litigation costs, and interest allocated to those claims. The Released PAGA Claims include (1) failure to reimburse (Labor Code section 2802) and the following “derivative” claims based on that reimbursement claim under Labor Code sections 201-204, 210, 226(a), 226.3, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6401, 6401.7 and 6403; and (2) any other claims and penalties alleged in the Complaint and in the PAGA Notice Letters. The period of the Released PAGA Claims will be the PAGA Settlement Period.

13. How Do I Exclude Myself From The Settlement?

If you do not wish to participate in the class settlement for whatever reason, you could exclude yourself from the class settlement (that is, “opt out” of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. To opt out and exclude yourself from the Class and this settlement so that you do not become a Participating Settlement Class Member, you must provide a signed and dated letter requesting to be excluded from the *Josue Uribe v. Crown Building Maintenance Co.* class settlement. A Request for Exclusion Form is included in this Notice Packet. Be sure to include your name, address, telephone number, last four digits of your social security number, and your signature. You must mail your exclusion request postmarked no later than **(60 DAYS AFTER MAILING)**, 2023 and addressed to **Uribe-Crown, Settlement Administrator, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479**. Requests for exclusion postmarked after this date may be disregarded.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Released Parties in the future.

14. If I Don’t Exclude Myself, Can I Sue Crown Or Get Money From The Settlement?

If you exclude yourself from this settlement, you can still sue Crown for any of the claims that this settlement resolves. But if you do not exclude yourself from the settlement, you cannot sue Crown for those claims. If you have a pending lawsuit against Crown, speak to your lawyer in that case immediately. You must exclude yourself from this case to continue your own lawsuit. Remember, the exclusion deadline is **60 DAYS AFTER MAILING**, 2023.

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

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

15. How Do I Object To The Settlement?

If you are a Participating Class Member, you can object to the settlement if you don’t think the settlement is fair. You can give reasons why you think the Court should not approve the settlement. If you object in time and follow the following procedures, the Court will consider your views: To object, you should send a letter to the Settlement Administrator at Uribe-Crown, Settlement Administrator, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, saying that you object to the *Josue Uribe v. Crown Building Maintenance* settlement. In the letter, be sure to include your name, address, telephone number, signature, and the reasons why you object to the settlement, and attach any documents that support your objection. If you intend to appear at the Final Approval Hearing, you should say so in the letter. Mail the objection letter no later than **60 DAYS AFTER MAILING**, 2023:

The objections will be filed with the court once they have all been received. Whether or not you appear at the Final Approval Hearing, the Court will consider your written objection. Even if you do not submit a written objection, you or your attorney may still appear and be heard at the Final Approval Hearing.

16. What’s The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement, if it is approved by the Court.

17. Do I Have A Lawyer In This Case?

The Court asked Arash N. Alizadeh of Alizadeh Employees Law, Prof. Corp., to represent you and other members of the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Arash N. Alizadeh's contact information can be found at <http://www.lawyerforemployees.com>.

18. How Will The Attorneys For The Class And Class Representative Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the \$1,050,000.00 Total Settlement Amount. Class Counsel will ask for up to \$315,000.00 in attorney's fees and for actual litigation costs incurred, the actual amount of which will be determined by the Court at the Final Approval Hearing. **Class Members (like you) do not have to pay the fees and costs of Class Counsel. If you elect, however, to hire your own lawyer, you will have to make your own arrangements to compensate your lawyer.**

19. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

You are hereby notified that a Final Approval Hearing will be held before the Honorable Judge William Claster, on [REDACTED], 2023, at [REDACTED] a.m., in Department CX104 of the Superior Court of California for the County of Orange, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct.

The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Enhancement Award, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection and indicated an intention to speak at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

Once final approval is granted by the Court, the Court will enter judgment against Crown, and all members of the Class who have not requested exclusion will be deemed to have waived and released any and all causes of action or claims that were or could have been plead based upon the factual allegations set forth in the Complaint in the Action for the period of June 10, 2011 through [REDACTED] DATE, 2023 as explained in Section 12 above (the "Release Period"). *That means that, unless you opt out of the settlement as provided in Section 13, you will have released the Released Parties for all of these types of claims and cannot later bring a lawsuit against Released Parties for any claims that arose during the Release Period that have been released by this settlement.*

20. How Do I Get More Information?

This notice summarizes the proposed settlement. More details are in the written "Joint Stipulation of Settlement and Release" (the "Settlement Agreement"). You can get a copy of the Settlement Agreement by contacting Plaintiff's counsel, Arash N. Alizadeh, Esq. of Alizadeh Employees Law, Prof. Corp. at (949) 606-2845.

If you wish to review the Court's docket in this case, you may do so by visiting the Court's public access website. To do this, you must:

1. Direct your browser to: <http://www.occourts.org/online-services/case-access/>
2. Click “Civil Case & Document Access” in the middle of the screen.
3. Accept Terms
4. Where it says “Case Number” type “00839857” and year is “2016” and press the search button;
5. Your browser will be directed to information regarding this case. You may view the Court’s docket from here, including but not limited to documents filed with the Court, rulings and orders, and other information by clicking on “register of actions.”

For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of Orange located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular Court hours. You may also contact Class Counsel if you need more information or have questions. You may also contact the Settlement Administrator by calling toll free 1-_____, or you can write to Settlement Administrator, at _____ **[insert address]**.

21. *What Do I Do If I Am Moving?*

If your address has changed or you plan to change your address in the next six months, please contact the Settlement Administrator, RG/2 Claims Administration, at (866) 742-4955. IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH RG/2 CLAIMS ADMINISTRATION. YOUR FAILURE TO UPDATE YOUR ADDRESS WITH RG/2 CLAIMS ADMINISTRATION COULD RESULT IN YOU RECEIVING NOTHING FROM THIS SETTLEMENT.

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

PLEASE DO NOT CONTACT CROWN, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

WORKWEEKS / PAY PERIODS DISPUTE FORM

Indicate Name/Address Changes, if any:

<<Name>>	
<<Address>>	
<<City>>, <<State>> <<Zip Code>>	
XX - XX - _____	

According to Defendant's records, the number of Eligible Workweeks worked by you from June 10, 2011 to

DATE

, 2023 is

 and the number of Eligible Pay Periods worked by you, from April 22, 2014 to DATE, 2023, is

.

Based on this number of Eligible Workweeks, your estimated Individual Settlement Payment is \$

.

Based on this number of Eligible Pay Periods, your estimated Individual PAGA Payment is \$

.

If you disagree with the number of Eligible Workweeks or Pay Periods listed on this form, you must:

1. Set forth below the reasons why you disagree with the number of Eligible Workweeks or Eligible Pay Periods;
2. Sign and date this page; and
3. Mail, email, or fax this signed page, along with any supporting documentation that you have to:

Uribe Crown Settlement Administrator
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: info@rg2claims.com
Facsimile: (215) 827-5551

I disagree with the number of Qualifying Workweeks and/or Eligible Pay Periods listed above because:

Please enclose all documentation supporting your dispute of the Workweeks and/or Pay Periods.

Dated: _____

Signed: _____

Print Name: _____

Last four digits of Social Security No.: _____

**DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF QUALIFYING
WORKWEEKS LISTED ABOVE.**

EXHIBIT C

OPT OUT FORM

MAIL OR FAX TO:

c/o Uribe Crown Settlement Administrator
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: info@rg2claims.com
Toll-Free: (866) 742-4955
Facsimile: (215) 827-5551

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Josue Uribe v. Crown Building Maintenance Co.

Orange County Superior Court Case No. 30-2016-00839857-CU-OE-CXC

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE COMPENSATION FROM THE CLASS SETTLEMENT; HOWEVER, IF YOU ARE A PAGA MEMBER, YOU WILL STILL RECEIVE AN INDIVIDUAL PAGA PAYMENT.

I, _____, request to be excluded from the Settlement Class in the lawsuit *Josue Uribe v. Crown Building Maintenance Co.*, Orange County Superior Court Case No. 30-2016-00839857-CU-OE-CXC. I understand that by submitting this Opt Out Form, I will no longer be eligible for compensation from the class settlement.

Print your name here

Sign your name here

Last 4 digits of Social Security Number

Date

TO BE TIMELY, A REQUEST FOR EXCLUSION SUBMITTED BY MAIL MUST BE SENT ON OR BEFORE _____, 2023, TO THE FOLLOWING ADDRESS:

c/o Uribe Crown Settlement Administrator
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: info@rg2claims.com
Toll-Free: (866) 742-4955
Facsimile: (215) 827-5551

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT D

1 **LAW OFFICE OF ARASH N. ALIZADEH**
Arash N. Alizadeh, State Bar No. 302290
2 7545 Irvine Center Drive, Suite 200
3 Irvine, California 92618
Phone: (949) 606-2845
4 Fax: (949) 264-9345
Email: aalizadeh@lawyerforemployees.com

5 Attorneys for Plaintiff JOSUE URIBE

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE**
8 **751 W. SANTA ANA BLVD., SANTA ANA, CA 92701**

9 JOSUE URIBE, on behalf of himself and all
10 other similarly situated employees,

11 Plaintiff,

12 v.

13 CROWN BUILDING MAINTENANCE CO.;
14 and DOES 1 through 100, inclusive,

15 Defendants.

Case No.: 30-2015-00839587

Assigned For All Purposes To:
Judicial Officer: Hon. William Claster
Dept: CX104

SECOND AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE §§ 2698, ET SEQ.

- 16 1. Failure to Timely Pay Wages (LC §§ 204, 210)
- 17 2. Failure to Pay Min. Wage (LC §§ 1194, 1194.2, 1197)
- 18 3. Failure to Pay Overtime (LC §§ 510, 1194)
- 19 4. Failure to Timely Pay Wages Upon Termination (LC §§ 201, 202 and 203)
- 20 5. Failure to Reimburse (LC § 2802)
- 21 6. Wage Statement Violation (LC § 226)
- 22 7. Conversion (Civ. C. § 3336)
- 23 8. Unfair Competition (B&P §§ 17200 *et seq.*)
- 24 9. Civil Penalties for Violations of California Labor Code, Pursuant to PAGA (LC §§ 2698 *et seq.*)

25
26
27 Complaint filed: March 9, 2016
First Amended Complaint: May 23, 2016

1 Plaintiff JOSUE URIBE (“Plaintiff” or “Employee”) alleges against CROWN BUILDING
2 MAINTENANCE CO. (“defendant” or “Employer”) the following:

3 **General Allegations**

4 1. This is a class action under California Code of Civil Procedure section 382, brought
5 by Plaintiff for violation of California’s wage and hour laws and the Labor Code Private Attorneys
6 General Act of 2004 (“PAGA”). Plaintiff brings this action on behalf of himself and other current
7 and former employees of defendant.

8 2. Defendant requires their employees to maintain their own uniforms and provide
9 their own slip resistant shoes. Defendant does not reimburse or indemnify employees for these
10 work related expenses, which are a form of wages.

11 3. Plaintiff brings a claim on behalf of Class Members for Defendants’ failure to
12 reimburse such business expenses and wages. Plaintiff seeks to represent a class comprises of
13 janitorial employees including day porters, janitors and foremen and similarly situated manual
14 labor employees who were, are, or will be employed by Defendant in the State of California
15 (hereinafter “Class Members”) during the relevant time period.

16 4. Plaintiff also brings a claim under PAGA, Labor Code sections 2698 *et seq.*

17 5. This action seeks reimbursement of business expenses, wages, penalties, interest
18 thereon, and reasonable attorneys’ fees pursuant to Labor Code sections 226, 218.5, 1194, 2802,
19 and 2698 *et seq.* and Code of Civil procedure section 1021.5. Plaintiff, on behalf of himself and
20 Class Members, also seeks equitable and injunctive relieve for these violations pursuant to
21 Business and Professions Code sections 17200 *et seq.* (also referred to herein as the “UCL”).
22 Plaintiff also seek statutory penalties pursuant to PAGA.

23 6. Venue is proper in this Court because Defendants do substantial business in Orange
24 County, California, and employed Plaintiff in Orange County, California. Defendant employs or
25 has employed Plaintiff and Class Members in Orange County.

26 7. On information and belief, Plaintiff’s and the Class Members’ monetary claims
27 total more than \$25,000, but less than \$75,000.00 per person.

1 **STATEMENT OF FACTS**

2 8. Plaintiff and all Class Members are current or former janitorial employees
3 including day porters, janitors and foremen and similarly situated manual labor employees, of
4 Defendant who are, were, or will be employed in the State of California, at some time during the
5 period beginning four years prior to the filing of the original complaint through the date of the
6 final disposition of this action (the "Class Period").

7 9. At all times alleged herein, Defendant was, and is, America's largest family-owned
8 provider of Janitorial, Engineering, and Facility solutions. Defendant was established in 1926 and
9 serves customers at their facilities throughout California. Plaintiff and other similarly situated day
10 porters, janitors and janitorial employees worked at Defendant's worksites in Costa Mesa, CA and
11 throughout California and their duties included sweeping, mopping, vacuuming, blowing leaves
12 and other similar tasks.

13 10. Plaintiff used different chemicals, liquid agents, detergents, and cleaning supplies
14 in performing his tasks and he always used a cart that held the cleaning supplies and equipment
15 that he pushed around in his job site. Plaintiff's job duties were essentially similar to a janitor.
16 Plaintiff was required to wear a uniform provided by the company, but the company did not
17 maintain the uniform. Due to heavy and harmful chemicals exposure to Plaintiff's uniform, he had
18 to regularly wash the uniforms in separate wash loads to avoid damaging his non-work clothes,
19 thus incurring additional expenses that Employer failed to reimburse. Defendant also required
20 Plaintiff to purchase his own slip-resistant shoes that he had no other use or need for other than to
21 perform his job. Plaintiff is informed and believes that the foregoing was, and is, a companywide
22 policy implemented by Defendant that similar impacted all of its day porters, janitorial and similar
23 type employees.

24 11. Plaintiff is informed and believes and thereon alleges that, through common
25 practices, policies and/or schemes, Defendant have systematically failed to reimburse employees
26 for out-of-pocket expenses for maintaining their uniform, purchasing slip-resistant shoes, and time
27 spent maintaining their uniform.
28

1 12. Defendant has not reimbursed or indemnified Plaintiff and the Class Members for
2 the out-of-pocket expense incurred as a result of work related expenses of maintaining their
3 uniforms and purchasing slip-resistant shoes, or for time spent maintaining the uniforms.

4 13. Because Defendant failed to reimburse Plaintiff and Class Members for cost of
5 maintaining their uniform, and purchase slip-resistant shoes, as well as not paying them for time
6 spent maintaining their uniform, they caused their wages to fall below minimum wages, failed to
7 pay their full overtime wages, failed to timely pay wages, and failed to provide accurate wage
8 statement, among other violations as a result. This is because the unreimbursed expenses and
9 uniform maintenance costs are considered “wages.” (*In re Work Uniform Cases*, 133 Cal.App.4th
10 328 (2005) (holding that payment for uniform maintenance is compensation); *see also Sanchez v.*
11 *Aerogroup Retail Holdings, Inc.*, 12-CV-05445-LHK, Order On Motion to Dismiss at 12 (N.D.
12 Cal. May 8, 2013) (holding that Labor Code sections 1194, 1194.2, 1197, and 1197.1 permit an
13 action based on unreimbursed expenses because they are ‘wages’).

14 14. Moreover, Plaintiff is informed and believes and thereon alleges that, through
15 common practices, policies and/or schemes, Defendants have systematically failed to reimburse
16 employees for out-of-pocket expenses for work-related use of their personal cell phones.

17 15. Defendants regularly require Plaintiff and the Class Members to use their personal
18 cell phones as a direct consequence of the discharge of their duties. Defendants through
19 supervisors and managers regularly call or text Plaintiff and the Class Members with work-related
20 communications and require that Plaintiff and the Class Members respond to and/or initiate these
21 work-related communications.

22 16. Plaintiff and the Class Members are required to use their personal cell phones
23 frequently for calls and texts with their supervisors and with other janitorial employees in the
24 building(s) they supervise.

25 17. Defendants have not reimbursed or indemnified Plaintiff and the Class Members
26 for the out-of-pocket expenses incurred as a result of the work-related use of their personal cell
27 phones.
28

1 **PARTIES**

2 18. Plaintiff is, and at all relevant times was, a competent adult residing in Orange
3 County, California.

4 19. Plaintiff is informed and believes, and on that basis alleges, that defendant is, and at
5 all relevant times was, a business operating at worksites throughout California.

6 20. Plaintiff currently is unaware of the true names and capacities of the defendants
7 sued in this action by the fictitious names DOES 1 through 100, inclusive, and therefore sues those
8 defendants by those fictitious names. Plaintiff will amend this Complaint to allege the true names
9 and capacities of such fictitiously named defendants when they are ascertained.

10 21. Plaintiff is informed and believes, and on that basis alleges, that each defendant
11 sued in this action, including each defendant sued by the fictitious names DOES 1 through 100,
12 inclusive, is responsible in some manner for the occurrences, controversies and damages alleged
13 below.

14 22. Plaintiff is informed and believes and on that basis alleges that there exists, and at
15 all relevant times there has existed, a unity of interest and ownership between DOES 1 through 10,
16 on the one hand, and CROWN BUILDING MAINTENANCE CO, on the other hand, such that
17 any separateness and individuality between them have ceased, and CROWN BUILDING
18 MAINTENANCE CO, is the alter-ego of DOES 1 through 10. Adherence to the fiction of the
19 separate existence of CROWN BUILDING MAINTENANCE CO as an entity distinct from
20 DOES 1 through 10 would permit abuse of any corporate privilege, sanction fraud and promote
21 injustice.

22 23. Plaintiff is informed and believes that each Defendant conspired with, aided and
23 abetted, ratified the conduct of, knowingly acquiesced in, acted with the consent and permission
24 of, and accepted the benefits of each other Defendant with respect to the matters alleged herein.
25 Plaintiff is informed and believes that, except as otherwise alleged herein, each Defendant is, and
26 at all times relevant to this Complaint was, the agent, joint-employer, partner, joint venturer, alter
27 ego, affiliate, and/or co-conspirator with or of each of the other Defendants, and/or otherwise
28 acted on the behalf of each other Defendant.

CLASS ACTION ALLEGATIONS

24. For the First through Seventh Causes of Action, but not with respect to the Eighth Cause of Action under PAGA, Plaintiff brings this lawsuit as a class action pursuant to Code of Civil Procedure section 382 on behalf of himself and all similarly situated janitorial employees including day porters, janitors and foremen and similarly situated manual labor employees who were, are, or will be employed by Defendant in the State of California (hereinafter “Class Members”) during the relevant time period.

25. The class that Plaintiff seeks to represent is janitorial employees including day porters, janitors and foremen and similarly situated manual labor employees who were, are, or will be employed by Defendant in the State of California (hereinafter “Class Members”) during the relevant Class Period (“Class”).

26. The claims herein have been brought and may properly be maintained as a class action under Code of Civil Procedure 382 because there is a well-defined community of interest among Class Members with respect to the claims asserted herein, and the proposed class is easily ascertainable.

- a. Ascertainability and Numerosity: The potential members of the Class, as defined herein, are so numerous that joinder would be impracticable. Plaintiff is informed, believe, and allege that Defendants have employed thousands of Class Members in California during the Class Period. The names and addresses of Class Members are available to Defendants. Notice may be provided to Class Members via first class mail using a form of notice similar to those customarily used in class action lawsuits of this nature.
- b. Commonality: There are questions of law and fact common to Plaintiff and Class Members that predominate any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:
 - i. Whether Defendants have violated Labor Code sections 201, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6401, 6401.1, and 6403 and Business and Professions Code section 17200 by failing to reimburse or indemnify

employees for employment related business expenses, including, but not necessarily limited to, the costs incurred in maintaining work uniforms and purchasing slip-resistant shoes in the course of performing their work duties and for time spend maintaining their uniforms, and for costs related to use of personal cell phones for work-related communications.

ii. Whether Defendant's failure to indemnify employees for their necessary employment-related expenses and losses constitute an unlawful, unfair and/or fraudulent business practice under Business and professions Code sections 17200 *et seq*; and

iii. What relief is necessary to remedy Defendant's unfair and unlawful conduct as herein alleged.

c. Typicality: Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class Members have sustained injuries-in-fact and damages arising out of and caused by Defendant's common course of unlawful conduct, as alleged herein.

d. Adequacy of Representation: Plaintiff is a members of the Class that he seeks to represent, and will fairly and adequately represent and protect the interest of the Class Members. Counsel representing Plaintiff is a competent and experienced in litigating wage and hour class actions.

e. Superiority of Class Action: A class action is superior to other available means in order to obtain fair and efficient adjudication of this controversy. Individual joinder of all putative Class Members 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 Class Member has suffered injury and is entitled to recover by reason of Defendant's unlawful policies and practices alleged herein. 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. Further, the prosecution of separate actions against Defendant by individual members of the

1 proposed Class would create a risk of inconsistent or varying adjudications that
2 would establish incompatible standards of conduct for Defendant.

3 **PAGA ALLEGATIONS**

4 27. At all times herein set forth, PAGA provides that any provision of law under the
5 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
6 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
7 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
8 behalf of themselves and other current or former employees pursuant to procedures outlined in
9 California Labor Code section 2699.3.

10 28. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
11 person who was employed by the alleged violator and against whom one or more of the alleged
12 violations was committed.”

13 29. Plaintiff and other current and former employees of Defendants are “aggrieved
14 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
15 former employees and one or more of the alleged violations were committed against them.

16 30. On February 3, 2016, Plaintiff provided written notice by online filing to the
17 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
18 Code alleged to have been violated, including facts and theories to support the alleged
19 violations, in accordance with California Labor Code section 2699.3. Plaintiff’s written notice
20 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
21 PAGA Administrator confirmed receipt of Plaintiff’s written notice and assigned Plaintiff
22 PAGA Case Number LWDA-CM-296711-7. A true and correct copy of Plaintiff’s written
23 notice to the LWDA and Defendants is attached hereto as “Exhibit 1.” As of the filing date of
24 this complaint, over 65 days have passed since Plaintiff sent the notice described above to the
25 LWDA, and the LWDA has not responded that it intends to investigate Plaintiff’s claims and
26 Defendants have not cured the violations.

27 31. On June 24, 2022, Plaintiff provided a second written notice by online filing to
28 the LWDA and by Certified Mail to Defendants supplementing and amending his February 3,

1 2016 notice in accordance with California Labor Code section 2699.3. Plaintiff's June 24, 2022
2 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
3 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice. A true and correct
4 copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 2."
5 As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the June 24,
6 2022 notice described above to the LWDA, and the LWDA has not responded that it intends to
7 investigate Plaintiff's claims and Defendants have not cured the violations.

8 32. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants. As
10 set forth below, Defendants have violated numerous Labor Code sections as well as the
11 applicable IWC Wage Order. Pursuant to PAGA, and in particular, California Labor Code
12 sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a
13 private attorney general, seeks assessment and collection of civil penalties for himself, all other
14 aggrieved employees, and the State of California against Defendants for violations of California
15 Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 510, 558, 1194, 1194.2, 1197,
16 1197.1, 1198, 1199, 2802, 6401, 6401.7, and 6403.

17 DAMAGES

18 33. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff and
19 similarly situated day porters, janitors, and other similarly situated employees are owed, among
20 other things, damages and statutory penalties, in an amount that exceeds \$25,000, the precise
21 amount of which will be proven at trial.

22 First Cause of Action

23 For Failure to Pay Earned Wages 24 (Cal. Labor Code Sections 204, 210) 25 by Plaintiff Against All Defendants

26 34. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
27 though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf
28 of themselves and all other Class Members.

35. Defendants failed to pay Plaintiff the wages that he and other Class Members earned, as required by Labor Code section 204 and the Industrial Welfare Commission Wage Order no. 5-2001 (“Wage Order”).

Second Cause of Action

37. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf of themselves and all other Class Members.

39. Defendants employed Plaintiff and other Class Members for more than eight hours per day and more than 40 hours per workweek during the Class Period, but Defendant failed to pay Plaintiff and other Class Members minimum wage for this work, including overtime compensation at the minimum wage rate for their overtime hours, as required by the Code and the Wage Order.

1 direct and proximate result of Defendants' failure to pay said compensation. Under Code section
2 1194, Plaintiff and Class Members are entitled to recover such amounts, plus interest thereon,
3 reasonable attorney's fees, and costs.

4 42. In addition, under Code section 1194.2, Plaintiff and Class Members are entitled to
5 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and
6 interest thereon.

7 **Third Cause of Action**

8 **For Failure to Pay Overtime Compensation**

9 **(Labor Code Sections 510, 1194, 1194.2, 1198; Wage Order)**

10 **by Plaintiff Against All Defendants**

11 43. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as
12 though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf
13 of themselves and all other Class Members.

14 44. The Labor Code and the Wage Order provide that a workday consists of eight
15 hours, a workweek consists of 40 hours, and an employer must compensate an employee who
16 works overtime hours with either one-and-one-half times or double the employee's regular rate of
17 compensation.

18 45. Defendant employed Plaintiff and other Class Members for more than eight hours
19 per day and more than 40 hours per workweek, but Defendant failed to pay Plaintiff and other
20 Class Members the overtime rate.

21 46. Defendant thus required Plaintiff and other Class Members to work for longer
22 hours than those fixed, or under conditions prohibited, by order of the IWC, in violation of those
23 orders.

24 47. Defendant thus deprived Plaintiff and other Class Members of their rightfully
25 earned overtime compensation as a direct and proximate result of Defendants' failure to pay said
26 compensation. Under Code section 1194, Plaintiff is entitled to recover such amounts, plus
27 interest thereon, attorney's fees, and costs.

Fourth Cause of Action
For Failure to Time Pay Wage Upon Termination
(Labor Code Sections 201, 202, 203)
by Plaintiff Against All Defendants

48. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf of themselves and all other Class Members.

49. This cause of action is dependent upon, and wholly derivative of, the minimum wages and overtime wages that were not timely paid to Plaintiff those class members no longer employed by Defendants upon their termination.

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

51. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages and minimum wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

52. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

1 **Fifth Cause of Action**

2 **For Failure to Reimburse for All Expenditures and Losses**

3 **(California Labor Code Sections 2802, 1198; IWC Wage Order No. 9-2001)**

4 **By Plaintiff Against All Defendants**

5 53. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as
6 though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf
7 of themselves and all other Class Members.

8 54. Code section 2802(a) provides: “An employer shall indemnify his or her employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
11 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
12 unlawful.”

13 55. Defendant failed to reimburse Plaintiff and other Class Members for the following
14 expenditures incurred as a result of discharging his duty: dry cleaning and maintenance expenses
15 for his uniform and clothing; purchase cost of slip resistant shoes; and required personal cell
16 phone use.

17 56. Under Code section 2802(c), Plaintiff and other Class Members are entitled to
18 recover all reasonable costs, including attorney’s fees, incurred in enforcing their rights granted by
19 Section 2802.

20 **Sixth Cause of Action**

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

22 **(California Labor Code Sections 226, 1198; IWC Wage Order No. 9-2001)**

23 **By Plaintiff Against All Defendants**

24 57. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as
25 though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf
26 of themselves and all other Class Members.

27 58. Code section 226(a) and the Wage Order required Defendant, “semimonthly or at
28 the time of each payment of wages,” to furnish Plaintiff and other Class Members “an accurate

1 itemized statement in writing” showing gross and net wages earned, total hours worked by the
2 employee, rates of pay, and other information. Defendant knowingly and intentionally failed to
3 provide Plaintiff and other Class Members with such timely and accurate wage and hour
4 statements.

5 59. Defendant thus required Plaintiff and other Class Members to work for longer
6 hours than those fixed, or under conditions prohibited, by order of the IWC, in violation of those
7 orders.

8 60. Plaintiff and other Class Members suffered injury as a result of Defendant’s
9 knowing and intentional failure to provide them with the wage and hour statements required by
10 law.

11 61. Under Code section 226, subsections (e) and (f), 1198, Wage Order § 20(A), and
12 based on Defendant’s conduct as alleged herein, Plaintiff and other Class Members are entitled to
13 (a) fifty dollars (\$50) for the initial pay period in which a wage and hour statement violation
14 occurred, and one hundred dollars (\$100) per employee for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and (b) injunctive
16 relief to ensure Defendants’ compliance with Labor Code Sections 226, 1198 and the Wage Order;
17 and (c) an award of costs and reasonable attorney's fees.

18 62. Defendants’ conduct also entitles Plaintiff to seek preliminary and permanent
19 injunctive relief, including but not limited to an order that Defendants issue wage and hour
20 statements to Plaintiff that comply with Code section 226.

21 **Seventh Cause of Action**

22 **For Conversion**

23 **(California Civil Code § 3336)**

24 **By Plaintiff Against All Defendants**

25 63. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as
26 though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf
27 of themselves and all other Class Members.

28 64. At all relevant times herein, Defendants had and continue to have a legal obligation

1 imposed by statute to pay Plaintiff and other Class Members all earned wages due to them. Such
2 wages belonged to Plaintiff and other Class Members at the time the labor and services were
3 provided to Defendants, and accordingly such wages are the property of Plaintiff and other Class
4 Members, not Defendants.

5 65. Defendant knowingly and intentionally failed to pay Plaintiff and other Class
6 Members earned wages, overtime compensation at the minimum wage rate for their overtime
7 hours worked, overtime compensation, missed meal period compensation, and missed rest period
8 compensation. Instead, Defendant converted Plaintiff's and other Class Members' rightfully
9 earned wages to Defendant's own use and benefit. Defendant converted such wages as part of an
10 intentional and deliberate scheme to maximize their profits at Plaintiff's and other Class Members'
11 expense.

12 66. Plaintiff and other Class Members have been injured by Defendant's intentional
13 conversion of such wages. Plaintiff and other Class Members are entitled to immediate possession
14 of all amounts converted by Defendant, with interest. Before he filed this action, Plaintiff sent to
15 Defendants a copy of this complaint and demanded that Defendants pay the amounts owed, and
16 offered to discuss a pre-litigation resolution of this matter.

17 67. Despite this demand, Defendants refuse to pay Plaintiff and other Class Members
18 the unpaid wages they owe him.

19 **Eighth Cause Of Action**

20 **(Unfair Competition (Business & Professions Code §§ 17200 *et seq.*)**

21 68. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as
22 though set forth fully herein. Plaintiff alleges as follows a representative cause of action on behalf
23 of themselves and all other Class Members.

24 69. Defendant's failure to reimburse or indemnify employees for all business expenses
25 incurred and wages, in violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 558,
26 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6401, 6401.7 and 6403 constitutes unlawful and
27 unfair activities prohibited by Business and Professions Code section 17200. Plaintiffs reserve the
28 right to identify additional unfair and unlawful practices by Defendants as further investigation

1 and discovery warrants.

2 70. Business and Professions Code section 17203 provides that the Court may restore
3 to an aggrieved party any money or property acquired by means of unlawful and unfair business
4 practices. Plaintiffs seek a court order requiring an audit and accounting of work-related uniform
5 maintenance, slip-resistance shoes, personal cell phone use, and other expenses to determine the
6 amount of restitution of all unreimbursed business expenses owed to him and Class Members,
7 according to proof, as well as a determination of the amount of funds to be paid to current and
8 former employees that can be identified and located pursuant to a court order and supervision.

9 71. Plaintiffs and all proposed Class Members are “persons” within the meaning of
10 Business and Professions Code section 17204 who have suffered injury in fact as a result of
11 Defendants' unfair competition, and who comply with requirements of Code of Civil Procedure
12 section 382, as set forth above, and therefore have standing to bring this claim for injunctive relief,
13 restitution and other appropriate equitable relief.

14 72. As a result of its unlawful and unfair acts, Defendants have reaped unfair benefits
15 and illegal profits at the expense of Plaintiffs and Class Members. Defendants should be enjoined
16 from this activity and made to restore to Plaintiffs and Class Members their necessary business
17 expenses, interest thereon and related statutory penalties, pursuant to Business and Professions
18 Code sections 17202 and 17203.

19 73. Private enforcement of these rights is necessary, as no other agency has raised a
20 claim to protect these workers. There is a financial burden incurred in pursuing this action that
21 would be unjust to place upon Plaintiffs, as the burden of enforcing workforce-wide rights is
22 disproportionately greater than that of enforcing only Plaintiffs individual claims. Additionally,
23 Plaintiffs and Class Members are low-income workers who cannot afford to spend part of their
24 wages on enforcing others' wage rights. Thus, it would be against the interests of justice to force
25 payment of attorneys' fees from Plaintiffs and Class Members' recovery in this action. Therefore,
26 attorneys' fees are appropriately sought pursuant to Code of Civil Procedure section 1021.5.

27 74. Plaintiffs, on behalf of themselves and Class Members, request restitution of
28 unreimbursed business expenses, wages, injunctive relief and other relief as described below.

1 **Ninth Cause Of Action**

2 **(Violation of the Labor Code Private Attorneys General Act of 2004,**

3 **Lab. Code §§ 2698 *et seq.*)**

4 **(By Plaintiff, on behalf of himself and other former and current**

5 **Aggrieved Employees, Against All Defendants)**

6 75. The allegation set forth in the paragraphs above are realleged and incorporated
7 herein by reference.

8 76. Plaintiff brings this cause of action pursuant to PAGA on behalf of himself and
9 other current and former aggrieved employees. Plaintiff is an “aggrieved employee” as defined in
10 Labor Code § 2699(c) and brings this cause of action on behalf of himself and other current and
11 former employees (“Plaintiffs”) against Defendants for the violation of the Labor Code sections
12 alleged in this pleading and the attached PAGA Notice, which is attached as **Exhibits 1 and 2** and
13 incorporated herein by reference as if fully set forth in this pleading.

14 77. Due to the aforementioned conduct of Defendant, Plaintiffs are entitled to penalties
15 as set forth in each alleged Labor Code section that has been violated or if no penalties are
16 provided, then the default penalty set forth in Labor Code section 2699.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, plaintiff behalf of himself and the above-described Class of janitorial
19 employees including day porters, janitors and foremen and similarly situated manual labor
20 employees, request relief as follows:

- 21 a. Certification of this action as a class action, pursuant to Code of Civil Procedure
22 section 382;
- 23 b. Declaratory judgment that Defendants have knowingly and intentionally violated Labor
24 Code section 2802 for failure to reimburse or indemnify Plaintiff and the Class for
25 work-related business expenses they have incurred in carrying out their job duties
26 and/or the Defendants' instructions, and Business and Professions Code sections 17200
27 *et seq.*, by the conduct set forth above;
- 28 c. Declaratory judgment that Defendants' violations as described above are unlawful;

1 Injunctive relief requiring an equitable accounting to identify, locate and restore to all
2 current and former janitorial employees the reimbursement for business expenses that
3 are due;

4 d. An award of damages and restitution to be paid by Defendant, according to proof; Pre-
5 judgment and post-judgment interest;

6 e. An award of civil penalties pursuant to Labor Code sections 2802(c) and 2698 *et seq.*;

7 f. An award of reasonable attorneys' fees and costs, pursuant to Labor Code sections
8 2699(g)(1) and 2802(c) and other applicable law; and

9 g. An award of such other and further relief as this Court deems just and proper.
10
11
12

13 Dated: March 17, 2023

LAW OFFICE OF ARASH N. ALIZADEH

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16 ARASH N. ALIZADEH, attorney for plaintiff
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