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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LOZARO BOR, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

ALEXANDER ANDREW, INC. dba
FALLTECH., a California corporation; and
DOES 1 through 100,

Defendants.

Case No.: 19STCV26589

*[Assigned for all purposes to the Hon.
William F. Highberger]*

**STIPULATION AND SETTLEMENT
OF CLASS AND REPRESENTATIVE
ACTION**

1 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**

A Limited Liability Partnership

2 Including Professional Corporations

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1 Subject to final approval by the Court, which counsel and the Parties agree to
2 diligently pursue and recommend in good faith, Plaintiff Lazaro Bor (“Plaintiff”), individually and
3 on behalf of all others similarly situated and allegedly aggrieved employees, on the one hand, and
4 Defendant Alexander Andrew, Inc., *dba* FallTech (“Defendant”), on the other hand (collectively,
5 the “Parties” and individually, a “Party”), hereby agree to the following binding settlement of the
6 class and representative action designated Lozaro Bor v. Alexander Andrew, Inc. dba FallTech,
7 Los Angeles County Superior Court Case No. 19STCV26589 (the “Action”),¹ pursuant to the
8 terms and conditions set forth below (the “Settlement,” “Settlement Agreement,” or
9 “Agreement”). Upon the Effective Date, and the payment by Defendant of all monies due under
10 the Agreement, the Parties shall file a Proposed Final Judgment with the Motion for Final
11 Approval.

12 **I. Definitions.**

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective:

15 **A. “Action.”**

16 The case entitled Lozaro Bor v. Alexander Andrew, Inc. dba FallTech, Los Angeles
17 County Superior Court Case No. 19STCV26589.

18 **B. “Attorneys’ Fees and Costs.”**

19 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
20 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class
21 Counsel in the Action, including, but not limited to, costs associated with documenting the
22 Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the
23 Court’s approval of the Settlement, administering the Settlement, and any expert expenses. Class
24 Counsel will request attorneys’ fees not to exceed one-third (1/3) of the Class Settlement Amount
25 of \$650,000.00 which is estimated at \$216,666.67. The costs requested to be reimbursed will not
26 exceed \$25,000.00. The attorneys’ fees and costs awarded are subject to the Court’s approval.

27 _____
28 ¹ While Plaintiff’s name is Lazaro Bor, the Complaint erroneously identifies him as “Lozaro Bor”.

1 Defendant has agreed not to oppose Class Counsel's request for attorneys' fees and reimbursement
2 of costs and expenses as set forth above. Such Attorneys' Fees and Costs shall be paid from the
3 Class Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees
4 and Costs detailed in this Section and shall be solely and legally responsible for paying all
5 applicable taxes on the payment made pursuant to this Section.

6 **C. "Settlement Administrator."**

7 CPT Group, Inc. shall be the third-party class action settlement administrator as
8 agreed to by the Parties and approved by the Court for the purposes of administering this
9 Settlement. The Parties each represent that they do not have any financial interest in the
10 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
11 could create a conflict of interest.

12 **D. "Settlement Administration Costs."**

13 The costs payable from the Class Settlement Amount to the Settlement
14 Administrator for administering this Settlement, including, but not limited to, printing,
15 distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
16 Member, tax reporting, distributing the Class Settlement Amount, and providing necessary reports
17 and declarations, and other duties and responsibilities set forth herein to process this Settlement
18 Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid
19 from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount
20 represented by the Settlement Administrator as being the maximum costs necessary to administer
21 the Settlement, which are anticipated to be no greater than \$15,000.00. To the extent actual
22 Settlement Administration Costs are greater than \$15,000.00, such excess amount will be deducted
23 from the Class Settlement Amount, subject to the Court's approval. The Settlement
24 Administration Costs will be paid no sooner than fifteen (15) calendar days following the
25 Effective Date.

1 **E. “Class Counsel.”**

2 Scott M. Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC and
3 Paul K. Haines of Haines Law Group, APC shall be appointed Class Counsel upon approval by
4 the Court.

5 **F. “Class List.”**

6 A complete list of all Class Members (as that term is defined below) that Defendant
7 will diligently and in good faith compile from their records and provide to the Settlement
8 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
9 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
10 each Class Member’s full name, last known mailing address, last known telephone number, Social
11 Security number, dates of employment (*i.e.*, hire date and termination date, if applicable),
12 approximate number of shifts worked during the Class Period (as that term is defined below) and
13 any other relevant information needed to calculate settlement payments.

14 **G. “Class Member(s)” or “Settlement Class.”**

15 All current and former non-exempt employees employed by Defendant in the State
16 of California during the Class Period.

17 **H. “Class Period.”**

18 The period of July 31, 2015 through June 26, 2020 or the date of Preliminary
19 Approval of this Settlement, whichever occurs sooner.

20 **I. “Class Representative Enhancement Payment.”**

21 The amount to be paid to Plaintiff in recognition of his effort and work in
22 prosecuting the Action on behalf of Class Members and for his general release of claims. Subject
23 to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court
24 approval of a Class Representative Enhancement Payment of \$5,000 for Plaintiff. Plaintiff will be
25 issued an IRS Form 1099 in connection with his Class Representative Enhancement Payment.
26 Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this
27 payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or
28 interest arising as a result of the payment. The Class Representative Enhancement Payment will

1 be paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual
2 Settlement Payment (as that term is defined below) paid pursuant to the Settlement, and is
3 conditioned on the execution of a stand-alone settlement agreement and general release of claims
4 (a draft of which was provided to class counsel). Defendant makes no representations as to the tax
5 treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any
6 statement or representation by Defendant or its counsel in this regard.

7 **J. "Class Settlement Amount."**

8 The sum of no more than \$650,000.00 to be paid by Defendant in full satisfaction
9 of all claims alleged in and arising from the Action. This is a non-reversionary settlement. The
10 Class Settlement Amount includes all Individual Settlement Payments to Class Members, the
11 Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the
12 Settlement Administrator, the Labor and Workforce Development Agency Payment, and the
13 Attorneys' Fees and Costs. Defendant will be responsible for any employer payroll taxes required
14 by law, separate and in addition to the Class Settlement Amount, including the employer FICA,
15 FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments.

16 **K. "Effective Date."**

17 The date on which the Final Award becomes final. For purposes of this Section,
18 the Final Award "becomes final" only after the Court grants the Motion for Final Approval and
19 upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing
20 of any appeal from, or other challenge to, the Order Granting Final Approval (this time period
21 shall not be less than 60 calendar days after the Court's Order is entered); (ii) the date of
22 affirmance of an appeal of the Order Granting Final Approval becomes final under the California
23 Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final
24 Approval or the final dismissal of any proceeding on review of any court of appeal decision
25 relating to the Order Granting Final Approval.

26 **L. "Final Approval" or "Final Award."**

27 The Court entering an Order Granting Final Approval of the Settlement Agreement.
28

1 **M. “Individual Settlement Payment.”**

2 Each Class Member’s share of the Net Settlement Amount, which shall be
3 distributed to the Class Members, less employee portions of state and federal withholding taxes,
4 including the employee FICA, FUTA and SDI contributions and any other applicable payroll
5 deductions required by law as a result of the payment of the amount allocated to such Class
6 Member as set forth herein.

7 **N. “LWDA Notice.”**

8 The Parties agree that Plaintiff will submit Notice to the Labor and Workforce
9 Development Agency (“LWDA”) of this Settlement along with a copy of this Settlement
10 Agreement concurrently when Plaintiff files his Motion for Preliminary Approval of Class Action
11 Settlement, and will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final
12 Award) providing for an award of civil penalties in conformity with Labor Code Section 2699(l).

13 **O. “LWDA Payment.”**

14 The amount that the Parties have agreed to pay to the LWDA in connection with
15 the PAGA. The Parties have agreed that \$20,000.00 of the Class Settlement Amount will be
16 allocated to the resolution of any Class Members’ claims arising under the PAGA (“PAGA
17 Settlement Amount”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or
18 \$15,000.00, will be payable to the LWDA, and the remaining twenty-five percent (25%), or
19 \$5,000.00, of the PAGA Settlement Amount will be included in the Net Settlement Amount.

20 **P. “Net Settlement Amount.”**

21 The portion of the Class Settlement Amount remaining after deduction of the
22 approved Class Representative Enhancement Payment, Settlement Administration Costs, LWDA
23 Payment, and the Attorneys’ Fees and Costs.

24 **Q. “Notice of Class Action Settlement.”**

25 The document substantially in the form attached as Exhibit 1 that will be mailed to
26 Class Members’ last known addresses and which will provide Class Members with information
27 regarding the Action and information regarding the Settlement of the Action. The Parties agree
28 that English and Spanish notices will be sufficient.

1 **R. “Notice of Objection.”**

2 A Class Member’s valid and timely written objection to the Settlement Agreement.
3 For the Notice of Objection to be valid, it must include the objector’s full name, signature,
4 address, telephone number and a written statement of all grounds for the objection accompanied
5 by legal support, if any, for such objection. The Notice of Objection must be returned by mail or
6 fax to the Settlement Administrator at the specified address or facsimile number and postmarked
7 or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation
8 will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted.

10 Class Members who fail to make objections in the manner specified above shall be
11 deemed to have waived any objections and shall be foreclosed from making any objection
12 (whether by appeal or otherwise) to the Settlement Agreement, unless the Court approves and/or
13 allows an in-person appearance at the final approval hearing to assert objections. Neither the
14 Parties nor their counsel will solicit or otherwise encourage Class Members to submit written
15 objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel
16 will not represent any Class Members with respect to any such objections to this Settlement. The
17 Settlement Administrator shall provide counsel for the Parties with complete copies of all
18 objections received, including the date of postmark or fax receipt confirmation for each objection,
19 within five (5) business days of receipt, and shall file any objections received with the Court.
20 Class Counsel will provide copies of any objections and supporting documents to the Court at
21 least sixteen (16) court days before the Final Approval Hearing.

22 **S. “Notice Packet.”**

23 The Notice of Class Action Settlement and Individual Settlement Payment
24 calculations, to include total shifts worked information, a proposed version of which is attached
25 hereto as Exhibit 1.

26 **T. “Plaintiff.”**

27 Plaintiff Lazaro Bor.
28

1 **U. “Plaintiff’s Released Claims.”**

2 Upon the Effective Date, and as a condition of receiving any portion of his Class
3 Representative Enhancement Payment, Plaintiff shall, in a separate and longform settlement
4 agreement, fully and finally release the Released Parties from any and all claims, known and
5 unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or
6 other source of law, including but not limited to claims arising from or related to his employment
7 with Defendant and his compensation while an employee of Defendant. Plaintiff’s Released
8 Claims include, but are not limited to, all claims arising from or related to the Action. Plaintiff’s
9 Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay
10 minimum wages, straight time compensation, overtime compensation, double-time compensation,
11 bonuses, commissions, paid sick leave, paid vacation, and interest; the calculation of the regular
12 rate of pay; missed meal period and rest-period wages; for all hours worked, including off-the-
13 clock work; wage statements; deductions; failure to keep accurate records; unfair business
14 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement
15 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs.
16 Plaintiff’s Released Claims include all claims arising under the California Labor Code (including,
17 but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216,
18 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256,
19 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
20 1197.2, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802); all claims arising under: the Wage Orders of
21 the California Industrial Welfare Commission; the California Private Attorneys General Act of
22 2004 (“PAGA”); California Business and Professions Code section 17200, *et seq.*; the California
23 Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR §
24 11040; California Code of Civil Procedure § 1021.5; the California common law of contract; the
25 Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315;
26 federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et*
27 *seq.* (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits,
28 breach of contract, breach of the implied covenant of good faith and fair dealing, intentional or

1 negligent infliction of emotional distress, interference with contractual relations or economic
2 advantage, fraud, violation of privacy rights, defamation, misrepresentation, discrimination,
3 harassment, retaliation, wrongful termination, punitive damages, and attorneys' fees and costs
4 arising under federal, state, or local laws, such as, by way of example only, (as amended) 42
5 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of
6 1990 ("ADA"), the Age Discrimination in Employment Act ("ADEA"), as amended by the Older
7 Workers Benefit Protection Act of 1990, and the California Fair Employment and Housing Act
8 ("FEHA"); the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family
9 Rights Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining
10 Notification Act, and the law of contract and tort. This release excludes the release of claims not
11 permitted by law, including without limitation claims for workers' compensation benefits.

12 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
13 Plaintiff discovers facts in addition to or different from those that he now knows or believes to be
14 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
15 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions,
16 rights and benefits of section 1542 of the California Civil Code, which reads:

17 **A general release does not extend to claims that the creditor or releasing party**
18 **does not know or suspect to exist in his or her favor at the time of executing**
19 **the release, and that if known by him or her would have materially affected his**
20 **or her settlement with the debtor or released party.**

21 **V. "Preliminary Approval."**

22 The Court's order granting preliminary approval of the Settlement Agreement.

23 **W. "Qualified Settlement Account."**

24 The fund established by the Settlement Administrator pursuant to Internal Revenue
25 Code Section 1.468B-1.

26 **X. "Released Claims."**

27 As of the date of the Order Granting Final Approval, all Class Members who do not
28 timely submit a valid Request for Exclusion (as that term is defined below) shall fully and finally

1 release Released Parties of the Released Claims. The Released Claims include all claims arising
2 from or related to the facts and claims alleged in the Action, or that could have been raised in the
3 Action based on the facts and claims alleged, as amended. The Released Claims include all claims
4 for meal period and/or rest period violations (to include but not limited to late, missed, short,
5 and/or interrupted meal periods and/or rest periods), including claims for meal period and/or rest
6 period premiums; meal period waivers; wage statements; failure to keep accurate records; unfair
7 business practices; penalties, including recordkeeping penalties, wage statement penalties, and
8 waiting-time penalties; interest; and attorneys' fees and costs; all derivative claims based upon the
9 facts or claims alleged or could have been alleged in the First Amended Complaint based on the
10 facts and allegations contained therein (as amended); all claims related to and arising from the
11 Released Claims arising under: the California Labor Code (including, but not limited to, sections
12 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 256, 512, 516, 558,
13 1174, 1174.5, 2698, and 2699 *et seq.*; the Wage Orders of the California Industrial Welfare
14 Commission, including Wage Orders 1 and 4; the California Private Attorneys General Act of
15 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California
16 Civil Code, to include but not limited to, sections 3287.; 8 CCR § 11040 and 8 CCR § 11010;
17 California Code of Civil Procedure § 1021.5; and the California common law of contract. This
18 release excludes the release of claims not permitted by law.

19 Upon entry of Judgment, Class Members are precluded from filing a wage and hour
20 action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of
21 action encompassed by the Released Claims which are extinguished and precluded pursuant to the
22 holding in *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106 (2018).

23
24 **Y. “Released Parties.”**

25 Defendant and each of its past, present and future agents, employees, servants,
26 officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,
27 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
28 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers,

1 affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and
2 future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
3 subsidiaries, other service providers, and assigns.

4 **Z. “Request for Exclusion.”**

5 A notice submitted by a Class Member requesting to be excluded from the
6 Settlement. For the Request for Exclusion to be valid, it must include the Class Member’s full
7 name, signature, address, telephone number and a written statement requesting to be excluded
8 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Settlement
9 Administrator at the specified address or facsimile number and postmarked or faxed on or before
10 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
11 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
12 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed
13 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
14 granted Final Approval by the Court.

15 **AA. “Response Deadline.”**

16 The deadline by which Class Members must mail or fax to the Settlement
17 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or shift
18 disputes. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
19 Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal
20 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
21 Postal Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection,
22 or shift disputes will be extended fifteen (15) calendar days for any Class Member who is re-
23 mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or
24 Federal holiday, in which case the Response Deadline will be extended to the next day on which
25 the U.S. Postal Service is open. The Response Deadline may also be extended by express
26 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
27 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members
28 to submit a Request for Exclusion, Notice of Objection to the Settlement, or shift disputes.

1 **BB. “Satisfaction of Judgment.”**

2 Upon the Effective Date and payment by Defendant of all monies due under the
3 Settlement Agreement and entry of the Order Granting Final Approval, the Parties shall file a
4 Satisfaction of Judgment with the Court with Defendant taking initial responsibility for drafting
5 same and sending to counsel for Plaintiff to review and approval.

6 **CC. “Settlement Payment Check.”**

7 The payment to Class Members. The back of the Settlement Payment Check shall
8 state, immediately below the space where the check is to be endorsed by the payee: “By endorsing
9 or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms
10 set forth in the Notice of Class Action Settlement.”

11 **DD. “First Amended Complaint.”**

12 The First Amended Complaint Plaintiff will file, upon seeking and receiving Court
13 approval by and through the Motion for Preliminary Approval, to add causes of action under the
14 California Private Attorneys General Act and wage statement (pay stub) violations based on the
15 claims alleged and/or claims that could have been alleged, based on the factual allegations asserted
16 in the operative pleading (as amended). A copy of the First Amended Complaint is attached
17 hereto as Exhibit 2.

18 **II. Funding of the Class Settlement Amount.**

19 1. Within ten (10) business days of the Effective Date of the Settlement, Defendant will
20 deposit the Class Settlement Amount into a Qualified Settlement Account to be established by the
21 Settlement Administrator. Within seven (7) calendar days of the full funding of the Settlement, the
22 Settlement Administrator will issue payments to: (a) Class Members; (b) the LWDA; (c) Plaintiff; and (d)
23 Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
24 services performed in connection with the Settlement. Defendant has no obligation to deposit such funds
25 prior to the deadlines set forth herein.

26 **III. Attorneys’ Fees and Costs.**

27 2. Defendant agrees not to oppose or impede any application by Class Counsel for attorneys’
28 fees of not more than one-third of the Class Settlement Amount, which is estimated to be \$216,666.66 or

1 the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the
2 Action not to exceed \$25,000.00. No counsel shall be entitled to attorneys' fees or costs for work
3 performed in the Action other than as provided in this Settlement Agreement. The instant Settlement
4 Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in the Action by any
5 attorney, law firm and/or other legal services provider.

6 **IV. Class Representative Enhancement Payment.**

7 3. In exchange for a general release and in recognition of his effort and work in prosecuting
8 the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or
9 motion for Class Representative Enhancement Payment in the amount of up to \$5,000.00 for Plaintiff. The
10 Class Representative Enhancement Payment will be paid from the Class Settlement Amount and will be in
11 addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on
12 the execution of the long-form settlement agreement and general release of claims. Plaintiff will be solely
13 and legally responsible to pay any and all applicable taxes on the payment made pursuant to this Section
14 and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest
15 arising as a result of the payment.

16 **V. Settlement Administration Costs.**

17 4. The Settlement Administrator will be paid for the reasonable costs of administration of the
18 Settlement and distribution of payments from the Class Settlement Amount, which are currently estimated
19 to be no more than \$15,000.00.

20 5. The Parties hereby acknowledge that the Settlement Administration Costs may increase
21 above the current estimate of no more than \$15,000.00 and that any such additional Settlement
22 Administration Costs that are approved by the Parties' counsel and the Court shall be taken out of the Class
23 Settlement Amount.

24 **VI. Labor and Workforce Development Agency Payment.**

25 6. Subject to Court approval, the Parties agree that \$20,000.00 of the Class Settlement
26 Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (the "PAGA
27 Settlement Amount"). Per Labor Code § 2699(i), seventy-five percent (75%) of the PAGA Settlement
28

Amount, or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, of the
PAGA Settlement Amount will be paid to Class Members.

VII. Net Settlement Amount.

7. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to
Class Members from the Settlement Class in accordance with the terms of this Settlement.

VIII. Individual Settlement Payment Calculations.

8. Individual Settlement Payments will be calculated and apportioned from the Net
Settlement Amount based on the number of shifts a Class Member worked during the Class Period.
Defendant calculates that the total number of shifts worked by the Settlement Class for the period of July
31, 2015 to January 13, 2020 does not exceed 110,000. Specific calculations of Individual Settlement
Payments will be made as follows:

8(a) The Settlement Administrator will calculate the total number of shifts worked
by each Class Member ("Individual Shifts") during the Class Period.

8(b) To determine each Class Member's Individual Settlement Payment, the
Settlement Administrator will use the following formula: Individual
Settlement Payment = (Individual Shifts ÷ Class Shifts) × Net Settlement
Amount.

9. The Individual Settlement Payment will be reduced by any required deductions for each
Class Member as set forth herein, including employee-side tax withholdings or deductions.

10. The Individual Settlement Payments made to Class Members under this Settlement, and
any other payments made pursuant to this Settlement, will not be utilized to calculate any additional
benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to,
profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid
time off plans, and any 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.

1 **IX. Settlement Administration Process.**

2 11. The Parties agree to cooperate in the administration of the Settlement and to make all
3 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
4 Settlement. The Settlement Administrator will provide the following services:

- 5 a. Establish and maintain a Qualified Settlement Account.
- 6 b. Calculate the Individual Settlement Payment each Class Member is eligible to
7 receive.
- 8 c. Translate the Notice Packet into Spanish.
- 9 d. Print and mail the Notice Packet.
- 10 e. Establish and maintain a toll-free information telephone support line to assist Class
11 Members who have questions regarding the Notice Packet.
- 12 f. Conduct additional address searches for mailed Notice Packets that are returned as
13 undeliverable.
- 14 g. Process Requests for Exclusion, calculate Class Members' Individual Settlement
15 Payments, field inquiries from Class Members, and administer any Requests for
16 Exclusion. This service will include settlement proceed calculation, printing and
17 issuance of Settlement Payment Checks, and preparation of IRS W-2 and 1099
18 Tax Forms. Basic accounting for and payment of employee tax withholdings and
19 forwarding all payroll taxes and penalties to the appropriate government authorities
20 will also be included as part of this service.
- 21 h. Issuing to Plaintiff, Class Members, and Plaintiff's Counsel any W-2, 1099, or
22 other tax forms as may be required by law for all amounts paid pursuant to this
23 Settlement.
- 24 i. Provide declarations and/or other information to the Court as requested by the
25 Parties and/or the Court.
- 26 j. Provide weekly status reports to counsel for the Parties.
- 27 k. Send to the Controller of the State of California any monies remaining from the
28 Net Settlement Amount due to Class Members failing to negotiate Individual

1 Settlement Payments within 180 days of distribution. Any monies remaining in
2 the distribution account shall be distributed to the Controller of the State of
3 California to be held pursuant to the Unclaimed Property Law, California Civil
4 Code § 1500 et seq. for the benefit of those Class Members who did not cash their
5 checks until such time that they claim their property. This disposition results in no
6 “unpaid residue” under California Civil Procedure Code § 384, as the entire
7 Settlement Payment will be paid out to Class Members, whether or not they all
8 cash their Settlement Checks. Therefore, Defendant will not be required to pay
9 any interest on said amount.

10 12. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the
11 Class List to the Settlement Administrator.

12 13. Within seven (7) calendar days after receiving the Class List from Defendant, the
13 Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail,
14 using the last known mailing addresses identified in the Class List.

15 14. Prior to mailing, the Settlement Administrator will perform a search based on the National
16 Change of Address Database for information to update and correct any known or identifiable address
17 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
18 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
19 affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice
20 Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to
21 determine the correct address using a skip-trace, or other search using the name, address and/or Social
22 Security number of the Class Member involved, and will then perform a single re-mailing. Those Class
23 Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between
24 the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a
25 Request for Exclusion, Notice of Objection to the Settlement, or shift dispute.

26 15. All Class Members will be mailed a Notice Packet containing the form attached as Exhibit
27 1 as approved by the Court.
28

1 16. Class Members will have an opportunity to dispute the information provided in their
2 Notice Packets. To the extent Class Members dispute the number of Individual Shifts to which they have
3 been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence
4 to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
5 Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member
6 produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by
7 the Class Member and will make the final decision as to the number of eligible Individual Shifts that should
8 be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. The shift
9 dispute must be returned by mail or fax to the Settlement Administrator at the specified address or facsimile
10 number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
11 receipt confirmation will be the exclusive means to determine whether a shift dispute has been timely
12 submitted. All such disputes are to be resolved not later than fourteen (14) calendar days after the
13 Response Deadline.

14 17. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
15 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement
16 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
17 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has
18 been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
19 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
20 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this
21 Settlement Agreement.

22 18. Objections. Class Members who do not submit a Request for Exclusion may object to this
23 Settlement as explained in the Notice Packet by filing a written objection with the Settlement Administrator
24 (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file all
25 such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel
26 shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless
27 an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case
28 Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection

1 must: (1) contain the objecting Class Member's full name and current address, as well as contact
2 information for any attorney representing the objecting Class Member for purposes of the objection; (2)
3 include all objections and the factual and legal bases for same; (3) include any and all supporting papers,
4 briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the
5 Response Deadline.

6 19. Defective Submissions. If a Class Member's dispute regarding the number of Individual
7 Shifts, Objection or Request for Exclusion is defective as to the requirements listed herein, that Class
8 Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the
9 Class Member a cure letter within three (3) business days of receiving the defective submission to advise
10 the Class Member that his or her submission is defective and that the defect must be cured to render the
11 shift dispute, Objection or Request for Exclusion valid. The Class Member will have until the later of (a)
12 the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is
13 later, to postmark or fax a revised shift dispute, Objection or Request for Exclusion.

14 **X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

15 20. Defendant's Option to Nullify the Settlement Agreement. If ten percent (10%) or more of
16 the Class Members opt out of the Settlement (or are otherwise excluded), Defendant, in its sole discretion,
17 shall have the option of nullifying the Settlement Agreement. In such a case, the Parties and any funds to
18 be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and
19 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if
20 this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement
21 Administrator shall be paid by Defendant due to its sole election to nullify the Agreement.

22 21. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the
23 Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not
24 finally approve the Settlement as provided herein; (iii) Defendant exercises its option to nullify the
25 Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or
26 (iv) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this
27 Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of
28 this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals

1 contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or
2 their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement
3 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
4 this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
5 not been executed, except that any fees already incurred by the Settlement Administrator shall be paid
6 equally by both Parties; provided, however, that if the Agreement is nullified because Defendant exercises
7 its sole option to do so based on an excessive number of opt-outs, Defendant shall be solely responsible for
8 any fees already incurred by the Settlement Administrator.

9 22. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member
10 who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request
11 for Exclusion will be bound by all its terms, including those pertaining to the Released Claims.

12 **XI. Certification Reports Regarding Individual Settlement Payment Calculations.**

13 23. The Settlement Administrator will provide Defendant's counsel and Class Counsel a
14 weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for
15 Exclusion; (b) any objections submitted to the Settlement along with a copy of any such objection; and
16 (c) whether any Class Member has submitted a challenge to any information contained in his/her Notice
17 Packet. 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 24. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Class
20 Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180)
21 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining
22 in the distribution account shall be distributed to the Controller of the State of California to be held pursuant
23 to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Class
24 Members who did not cash their checks until such time that they claim their property. The Settling Parties
25 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as
26 the entire Settlement Payment will be paid out to Class Members, whether or not they all cash their
27 Settlement Checks. Therefore, Defendant will not be required to pay any interest on said amount.

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

4 **XII. Tax Treatment of Individual Settlement Payments.**

5 All Individual Settlement Payments will be allocated as follows: one-third (1/3) of each
6 Individual Settlement Payment will be allocated as wages and two-thirds (2/3) will be allocated as
7 non-wages, including penalties and interest. The portion allocated to wages will be reported on an
8 IRS Form W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099 by
9 the Settlement Administrator. The Gross Individual Settlement Payments will be reduced by any
10 required legal deductions for each Class Member. All standard employee payroll deductions will
11 be made for state and federal withholding taxes, including any other applicable payroll deductions
12 owed by the Class Members as a result of the Wage Component, resulting in a net wage
13 component. The Settlement Administrator will issue a check and W-2 Form to each Class
14 Member for the wage component. No withholding shall be made on the penalty and interest
15 portion of the Gross Individual Settlement Payment. The Settlement Administrator will issue a
16 second check and IRS Form-1099 for the remaining penalty component. The Settlement
17 Administrator shall be responsible for issuing the payments and calculating and withholding all
18 required state and federal taxes. The Settlement Administrator shall determine the eligibility for,
19 and the amounts of, any Individual Settlement Payments under the terms of this Settlement
20 Agreement. Any disputes not resolved by the Settlement Administrator concerning the
21 administration of the Settlement will be resolved by the Court, under the laws of the State of
22 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
23 faith to resolve the dispute without the necessity of involving the Court.

24 **XIII. Administration of Taxes by the Settlement Administrator.**

25 26. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
26 the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement,
27 representation, or calculation by Defendant, Class Counsel or by the Settlement Administrator in this
28

1 regard. Plaintiff and Class Members understand and agree they will be solely responsible for the payment
2 of their share of any taxes and penalties assessed on the payments described herein.

3 27. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
4 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
5 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
6 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
7 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
8 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
9 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
10 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
11 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
12 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
13 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
14 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
15 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
19 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
23 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
24 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
25 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26 **XIV. Release by Class Members.**

27 28. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
28 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
2 herein released and discharged.

3 29. It is the desire of Plaintiff, Class Members (except those who exclude themselves from the
4 Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the Released
5 Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights
6 or claims as may be created by this Settlement Agreement, the Class Members shall fully release and
7 discharge the Released Parties from any and all Released Claims for the entire Class Period. This release
8 shall be binding on all Class Members who have not timely submitted a valid and complete Request for
9 Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives,
10 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who
11 shall have no further or other liability or obligation to any Class Member with respect to the Released
12 Claims, except as expressly provided herein.

13 **XV. Preliminary Approval Hearing.**

14 30. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the
15 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
16 the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
17 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing.

18 31. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
19 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit
20 this Settlement Agreement and will include the proposed Notice Packet.

21 32. Class Counsel will be responsible for drafting all documents necessary to obtain
22 Preliminary Approval, subject to review and comment by Defendant's counsel. Any failure by the Court to
23 fully and completely approve the Settlement Agreement which has the effect of preventing the full and
24 complete approval of the Settlement Agreement as written and agreed to by the Parties will result in this
25 Settlement Agreement, and all obligations under this Settlement Agreement, being nullified and voided.
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1 **XVI. Final Settlement Approval Hearing and Entry of Judgment.**

2 33. Upon expiration of the Response Deadline, and with the Court's permission, a Final
3 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement
4 Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the
5 LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment;
6 and (e) all Settlement Administration Costs.

7 34. The Final Approval/Settlement Fairness Hearing will be held no later than forty-five (45)
8 calendar days after the Response Deadline, subject to the Court's availability. If the Court is unable to hold
9 the Final Approval/Settlement Fairness Hearing within forty-five (45) calendar days after the Response
10 Deadline, Class Counsel will utilize its best efforts to obtain the earliest date the Court has available for said
11 hearing.

12 35. Class Counsel will be responsible for drafting all documents necessary to obtain Final
13 Approval, subject to review and comment by Defendant's counsel. Any failure by the Court to fully and
14 completely approve the Settlement Agreement will result in this Settlement Agreement entered into by the
15 Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such
16 failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be
17 treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force
18 or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties
19 and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses
20 as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties
21 shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees
22 already incurred by the Settlement Administrator shall be paid equally by both Parties.

23 **XVII. Judgment and Continued Jurisdiction.**

24 36. The Court shall retain jurisdiction with respect to the interpretation, implementation, and
25 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection
26 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all
28 orders and judgments entered in connection therewith.

1 **XVIII. Other Provisions.**

2 37. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
3 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.

4 Any Exhibits to this Settlement are an integral part of the Settlement.

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

8 39. Amendment or Modification. This Settlement Agreement may be amended or modified
9 only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved
10 by the Court.

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

20 41. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
21 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 42. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
23 be governed by and interpreted according to the laws of the State of California.

24 43. Execution and Counterparts. This Settlement Agreement is subject only to the execution
25 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them, including facsimile and scanned copies of the signature page, will
27 be deemed to be one and the same instrument.

28

1 44. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
4 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
5 competent counsel and that they have had an opportunity to consult with their counsel regarding the
6 fairness and reasonableness of this Settlement.

7 45. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
8 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
9 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
10 enforceable.

11 46. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
12 certification for purposes of this Settlement only; except, however, that either Party may appeal any Court
13 order that materially alters the Settlement Agreement's terms.

14 47. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
15 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved,
16 the stipulation to certification will be void. The Parties further agree that certification for purposes of the
17 Settlement is not an admission that class action certification is proper under the standards applied to
18 contested certification motions and that this Settlement Agreement will not be admissible in this or any
19 other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to
20 Plaintiff or any Class Member, other than according to the Settlement's terms.

21 48. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
22 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
23 In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has
24 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
25 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or
26 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
27 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or
28 provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession

1 by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in
2 a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms
3 and provisions shall not be offered or received as evidence in any action or proceeding to establish any
4 liability or admission on the part of Defendant or to establish the existence of any condition constituting a
5 violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does
6 not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California
7 Evidence Code Section 1152.

8 49. Captions. The captions and section numbers in this Settlement Agreement are inserted for
9 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
10 provisions of this Settlement Agreement.

11 50. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
12 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
13 a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 51. Enforcement Action. If one or more of the Parties institutes any legal action or other
15 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
16 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
17 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
18 connection with any enforcement actions.

19 52. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
21 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
22 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between
23 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

1 54. All Terms Subject to Final Court Approval. All amounts and procedures described in this
2 Settlement Agreement herein will be subject to final Court approval.

3 55. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
5 Agreement.

6 56. Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or
7 announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's Counsel agree that,
8 prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential
9 except for purposes of communicating with Plaintiff only. Plaintiff shall be informed that the Settlement is
10 confidential and shall be advised to keep the Settlement confidential. From and after Preliminary Approval
11 of the Settlement, the Class Members (including Plaintiff and Class Counsel) may: (1) as required by law;
12 (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and
13 responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other
14 cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement,
15 whether oral, written or electronic (including the world wide web), to say the Class Action has been
16 resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this
17 Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their
18 duties as Class Counsel, including but not limited to, communicating with Class Members regarding the
19 Settlement. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's
20 Counsels' personal or firm website.

21 57. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all
23 Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
24 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state
25 law. Plaintiff, and not his respective representative(s), must personally execute this Settlement Agreement
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The Settlement Agreement consists of 30 pages.

Dated: Mar 24, 2020


Lazaro bor (Mar 24, 2020)
Lazaro Bor

ALEXANDER ANDREW, INC. dba FALLTECH

Dated: _____

Jeffrey Crosson, CFO

The Settlement Agreement consists of 50 pages.

Dated: _____

Lazaro Bor

ALEXANDER ANDREW, INC. dba FALLTECH

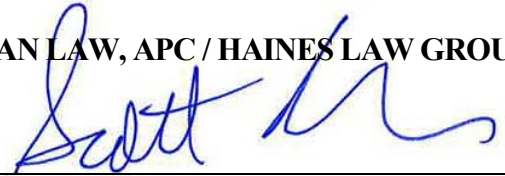
Dated: 3-23-2020


Jeffrey Crosson, CFO

1 **APPROVED AS TO FORM**

2
3 **LIDMAN LAW, APC / HAINES LAW GROUP,
APC**

4 Dated: March 24, 2020



5 SCOTT M. LIDMAN
6 PAUL K. HAINES
7 Attorneys for Plaintiff
8 LAZARO BOR

9 **SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

10
11 Dated: March 27, 2020



12 JASON W. KEARNAGHAN
13 Attorneys for Defendant
14 ALEXANDER ANDREW, INC., *dba* FALLTECH

EXHIBIT 1

EXHIBIT 1

LEGAL NOTICE:

If you worked for Alexander Andrew, Inc. in California as an hourly, non-exempt employee during the period from July 31, 2015 through <<date>>, a class and representative action settlement will affect your rights

A court authorized this Notice.

Lazaro Bor v. Alexander Andrew, Inc., Los Angeles County Superior Court Case No. 19STCV26589

- An employee, Lazaro Bor (“Plaintiff”), sued Alexander Andrew, Inc. d/b/a FallTech (“Defendant”) on behalf of himself and others similarly situated for the following claims: (1) failure to provide compliant meal periods; (2) failure to provide compliant rest breaks; (3) failure to pay all wages due at end of employment; (4) failure to provide compliant wage statements; (5) unfair business practices in violation of California Business and Professions Code section 17200; and (6) penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (the “Action”).
- The claims of Plaintiff and the Class have been settled. The Court has preliminarily approved the settlement.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made only if the Court grants final approval of the settlement after any appeals, if filed, are resolved.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Claim Amount and you will give up any rights to sue for the Released Claims (defined below).
SUBMIT A SHIFT DISPUTE	Dispute the number of shifts listed in your Notice. Receive a settlement share and give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all entitlements, including money, from the settlement but at the same time retain all rights you may have against Defendant, explained below.
OBJECT	Write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection.

HOW MUCH CAN I GET?	Look at page 4 of this Notice.
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1. Why Did I Get This Notice Package?

You are not being sued. Plaintiff sued Defendant in a class and representative action on behalf of similar employees like you.

Defendant’s records show that you were employed as an hourly, non-exempt employee in California from July 31, 2015 through <<date>>.

Questions? Call <<SETTLEMENT ADMIN PH NO>> or go to <<SETTLEMENT ADMIN WEBSITE>>

You received this Notice because you have a right to know about a proposed settlement of a class and representative action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments to all Class Members that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What Is This Lawsuit About?

Plaintiff was employed in California by Defendant as an hourly paid employee for at least a portion of the period from July 31, 2015 through <<date>>. The Court has approved Plaintiff to represent the Class.

The lawsuit alleges that Defendant engaged in practices that violate California's labor and unfair competition laws by failing to provide compliant meal periods and/or rest breaks, by failing to pay all wages due at the end of employment, and by failing to provide compliant wage statements. Plaintiff seeks compensation for unpaid wages and meal/rest premium payments, waiting time penalties, and damages and penalties. Defendant denies any liability whatsoever and denies that wages, damages, or penalties are owed, or that it acted contrary to California law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is Defendant's Position?

Defendant denies and continues to deny each of the claims and contentions.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Defendant has already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Class. Defendant has also taken into account the risks of further litigation in reaching its decision. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement after mediating with a neutral third party mediator. The class claims were settled because Class Counsel and the Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were employed by Defendant as an hourly, non-exempt employee in California at any time during the period from July 31, 2015 through <<date>>.

7. What Does the Settlement Provide?

As part of the settlement, Defendant agrees to pay a maximum Class Settlement Amount of \$650,000.00

Class Members who do not timely submit a signed and valid request for exclusion will receive payments from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement Amount of \$650,000.00 available for distribution to Class Members who do not timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Enhancement Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the State of California's portion of the PAGA Payment.

Deductions for Class Representative Enhancement Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the PAGA Payment. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$216,666.67, which represents one-third (~33.33333333%) of the Class Settlement Amount, and litigation costs estimated at no more than \$25,000.00 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize Representative Enhancement Payment from the Class Settlement Amount in the amount of \$5,000.00 to Plaintiff to compensate him for the risks, time and expense of his involvement in this Action. These payments are in addition to whatever payments Plaintiff is otherwise entitled to as a Class Member. The Settlement Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members, and distributing Individual Settlement Payments. Settlement Administration Costs are estimated at \$15,000.00 or less. Finally, Class Counsel will ask the Court to approve a PAGA Payment in the amount of \$20,000.00 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$15,000.00 will be awarded to the State of California, and \$5,000.00 will be included in the Net Settlement Amount.

8. What Can I Get From the Settlement?

Each Class Member will receive approximately \$ [redacted] for each shift worked in the Class Period. Defendant's records indicate that you worked approximately [redacted] shifts between July 31, 2015 and <<date>>. Based on these records, YOUR ESTIMATED GROSS INDIVIDUAL SETTLEMENT PAYMENT as a

Questions? Call <<SETTLEMENT ADMIN PH NO>> or go to <<SETTLEMENT ADMIN WEBSITE>>

Class Member would be \$ [REDACTED].

This is only an estimate based on the number of shifts set forth above. The actual amount may vary.

Class Members who do not opt-out will be paid out of the Net Settlement Amount. One-third (1/3) of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued, and two-thirds (2/3) will be designated for alleged interest and penalties, for which an IRS Form 1099 shall be issued, as appropriate. The wage portion will be subject to deductions for employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law.

If you do not timely submit a valid request for exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

To determine the amount of the Net Settlement Amount to which each Class Member is entitled, the Settlement Administrator used the shift information provided by Defendant to calculate the total number of shift worked by each Class Member (“Individual Shifts”) and the total number of shifts worked by all Class Members (“Class Shifts”) during the Class Period. To determine each Class Member’s Individual Settlement Payment, the Settlement Administrator used the following formula: Individual Settlement Payment = (Individual Shifts ÷ Class Shifts) × Net Settlement Amount.

The shift calculation shall be based on Defendant’s records.

Individual Settlement Payments are net of employee and employer portions of state and federal withholding taxes.

10. How Can I Get Payment and What if I Dispute the Information Provided?

You do not need to take any action to qualify for payment. However, if you dispute the number of shifts to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Settlement Administrator to register your dispute. You must mail or fax the Settlement Administrator with the details of your dispute and documentary evidence (for example, W-2s or pay stubs). The deadline for this is <<Response Deadline>>. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

The law protects Class Members from retaliation based on their decision to participate in a class action settlement. If you are still employed by Defendant, your decision about whether to participate in the settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s decision to either participate or not participate in the settlement.

Questions? Call <<SETTLEMENT ADMIN PH NO>> or go to <<SETTLEMENT ADMIN WEBSITE>>

11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about <<date>> in Department 10 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, to decide whether to approve the settlement.

The Final Approval Hearing may be postponed without further notice to settlement Class Members. You are not required to attend the Final Approval Hearing, although any settlement Class Member is welcome to attend the hearing.

If the Court approves the settlement, your settlement share will be mailed to you within approximately 90 days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

Upon the final approval by the Court of the settlement, unless you submit a valid and timely request for exclusion, you shall be deemed to fully and finally release Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns ("Released Parties") of the Released Claims. The Released Claims include all claims arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged, as amended. The Released Claims include all claims for meal period and/or rest period violations, including claims for meal period and/or rest period premiums; meal period waivers; wage statements; failure to keep accurate records; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, and waiting-time penalties; and attorneys' fees and costs; all derivative unpaid wage claims based upon the facts or claims alleged or could have been alleged in the First Amended Complaint based on the facts and allegations contained therein (as amended); all claims related to and arising from the Released Claims arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 256, 512, 516, 558, 1174, 1174.5, 2698, and 2699 *et seq.*; the Wage Orders of the California Industrial Welfare Commission, including Wage Orders 1 and 4; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California

Civil Code, to include but not limited to, sections 3287.; 8 CCR § 11040 and 8 CCR § 11010; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (generally called “opting out”) by submitting a written opt-out request to the Settlement Administrator.

In order to opt out, you must (1) fax or mail a written signed statement that “I wish to opt out from the Bor v. Alexander Andrew, Inc. settlement.”; (2) state your name (and former names, if any), current address, telephone number and the last four digits of your Social Security number; and (3) ensure that your signed statement is faxed or postmarked no later than << Response Deadline >> (“Response Deadline”).

You must sign the request for exclusion personally and may not have someone sign for you, nor may you submit a request for exclusion on behalf of a group. Your request for exclusion must be signed and returned via fax or United States first class mail postmarked no later than << Response Deadline >> to:

CPT Group
Address
Phone: (*) ***-******
Facsimile: (*) ***-******

If you submit a timely and valid request for exclusion, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the settlement, you may not object and you shall receive no benefits from the settlement. If you wish, you may pursue, at your own expense, any claims you may have against Defendant. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both an objection and request for exclusion. If you submit both, the request for exclusion will be valid, and you will be excluded from the Class.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval Hearing in Department 10 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, on <<date and time>> or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Plaintiff’s Class Representative Enhancement Payment, Class Counsel’s request for Attorneys’ Fees and Costs, the Settlement Administration Costs, and the PAGA Payment.

Questions? Call <<SETTLEMENT ADMIN PH NO>> or go to <<SETTLEMENT ADMIN WEBSITE>>

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the final judgment will be posted on the Settlement Administrator's website at [REDACTED].

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must mail a written objection to the Settlement Administrator (at the address in Section 13 above). Any written objection must contain a statement of your objection to the settlement, accompanied by legal support, if any. Your objection must also contain your full name, address, telephone number, and signature. To be valid and effective, any objections to approval of the settlement must be faxed or postmarked no later than << Response Deadline >>. DO NOT TELEPHONE THE COURT.

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement unless the Court otherwise allows.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class And Representative Action ("Settlement Agreement") between Plaintiff and Defendant, which is on file with the Clerk of the Court, case number 19STCV26589. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of California, County of Los Angeles.

If you have any questions, you can call the Settlement Administrator at (800) [REDACTED] or Class Counsel Scott M. Lidman, Lidman Law, APC, at (424) 322-4772.

CLASS COUNSEL	DEFENDANT'S ATTORNEYS
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**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

EXHIBIT 2

EXHIBIT 2

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LAZARO BOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LOZARO BOR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALEXANDER ANDREW, INC. dba
FALLTECH., a California corporation; and
DOES 1 through 100,

Defendants.

Case No.: 19STCV26589

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

- (1) FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512);**
- (2) FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS (LABOR CODE §§ 226.7, 516);**
- (3) FAILURE TO PAY ALL WAGES OWED UPON TERMINATION (LABOR CODE §§ 201-203);**
- (4) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*);**
- (5) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE**

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DEMAND FOR JURY TRIAL UNLIMITED CIVIL CASE

1 Plaintiff Lazaro Bor (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“FAC”) against
3 Alexander Andrew, Inc., dba FallTech a California corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business & Professions Code
8 § 17200 *et seq.*, Labor Code §§ 201-203, 226 *et seq.*, 226.7, 512, 516, 2698 *et seq.*, and Industrial
9 Welfare Commission Wage Order 1 (“Wage Order 1”), in addition to seeking declaratory relief
10 and restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This
11 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
12 amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s)
17 within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles,
18 and Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is, a California resident. During the four years immediately preceding
22 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
23 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
24 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
25 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
26 §§ 201-203, 226 *et seq.*, 226.7, 512, 516, and 2698 *et seq.*; California Business & Professions
27 Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage Order 1, which sets employment
28 standards for the manufacturing industry, which includes the industry in which Plaintiff worked

1 for Defendants.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
4 continue to do) business by designing and manufacturing state-of-the-art fall protection products.
5 Defendants employed Plaintiff and other, similarly-situated non-exempt employees within,
6 among other counties, Los Angeles County and the state of California and, therefore, were (and
7 are) doing business in Los Angeles County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and
12 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

18 7. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Defendants maintain, and maintained throughout the time period relevant to this
4 action, a facility in Compton, California. Plaintiff was employed by Defendants as a non-exempt
5 employee in the position of Sewing Operator from approximately May 2017 through
6 approximately June 2018. Plaintiff primary job duty was making belts and harnesses.

7 10. During his employment with Defendants, Plaintiff was typically scheduled to work
8 Monday through Friday, from approximately 5:30 a.m. to approximately 2:00 p.m. depending on
9 the requisite work was completed for the day. As a result, Plaintiff on occasion worked hours in
10 excess of 8.0 in a work day, and also in excess of 10.0 in a work day. Plaintiff would also on
11 occasion work on Saturdays.

12 11. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
13 all required meal periods due to Defendants' meal period policies/practices which fail to provide
14 uninterrupted, duty-free 30-minute meal periods. Specifically, Defendants had a policy/practice
15 of notifying Plaintiff and other non-exempt employees of the time to take a meal period by ringing
16 a bell to signal the commencement of the meal period. This bell would first ring at 11:15 a.m. to
17 alert employees to the start of the meal period, which was after the beginning of Plaintiff's fifth
18 hour of work, resulting in late or otherwise unlawful meal periods. In addition, Defendant had a
19 policy of ringing its bell at 11:45 a.m. to alert and direct Plaintiff and its other non-exempt
20 employees to be back at their scheduled posts/work. However, Plaintiff and other non-exempt
21 employees had to end their meal period short of 30 minutes to ensure they were back at their work
22 stations before the second bell rang, Plaintiff and other non-exempt employees were not provided
23 the opportunity to take a legally compliant meal period of at least 30 minutes, in violation of
24 California law.

25 12. Further, Defendants' meal period policies and practices fail to provide Plaintiff
26 and other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, on
27 the occasions when Plaintiff worked in excess of 10.0 hours, he was not provided with a second
28 30-minute meal period.

1 13. Although Plaintiff was not provided with all legally-compliant meal periods to
2 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
3 premium for each workday in which he experienced a meal period violation as mandated by Labor
4 Code § 226.7. Upon information and belief during at least a portion of the class period,
5 Defendants maintained no payroll code or other mechanism for the payment of meal period
6 premium payments under Labor Code § 226.7 in the event that a legally compliant meal period
7 was not provided to Plaintiff and their non-exempt employees.

8 14. Plaintiff was also not authorized and permitted to take all required rest periods due
9 to Defendants' rest period policies/practices. Defendants' rest period policies/practices fail to
10 authorize and permit all rest periods for every four hours worked, or *major fraction thereof*.
11 Specifically, Defendants used a bell to signal the commencement and ending of the rest periods.
12 For the second rest period, the bell rang at 1:00 p.m. signaling the beginning of the rest period
13 and then again at 1:08 p.m., signaling the ending of the rest period. Thus, Defendants did not
14 authorize and permit Plaintiff to take a net 10-minute rest period in violation of California law.
15 Additionally, when Plaintiff worked shifts in excess of 10.0 hours., Defendants had a policy and
16 practice of only authorizing and permitting two rest periods and not authorizing and permitting a
17 required third rest period.

18 15. On those occasions when Plaintiff was not authorized and permitted to take all
19 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
20 with the required rest period premium for each workday in which he experienced a rest period
21 violation as mandated by Labor Code § 226.7. Further, upon information and belief during at
22 least a portion of the class period, Defendants maintained no payroll code or other mechanism for
23 the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally
24 compliant rest period was not provided to their non-exempt employees.

25 16. As a result of Defendants' failure to pay all meal and rest period premium wages,
26 Defendants failed to timely pay Plaintiff all wages owed upon his separation of employment with
27 Defendants.

28 17. As a further result of Defendants' failure to pay all meal and rest period premium

wages, Defendants failed to provide Plaintiff with accurate, itemized wage statements.

CLASS ACTION ALLEGATIONS

18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of the lawsuit through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who: worked at least one shift in excess of 6.0 hours or more during the four years immediately preceding the filing of the lawsuit through the present.

c. The Waiting Time Class consists of Defendants' formerly employed members of the Meal Period Class and/or Rest Period Class, during the three years immediately preceding the filing of the lawsuit through the present.

d. The Wage Statement Class consists of members of the: (i) Meal Period Class; and/or (ii) Rest Period Class, during the one year immediately preceding the filing of the lawsuit through the present.

e. The UCL Class consists of members of the: (i) Meal Period Class; (ii) Rest Period Class; and/or (iii) Waiting Time Class, during the four years immediately preceding the filing of the lawsuit through the present

19. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily

ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful;
- iv. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution; and
- v. Whether Defendants provided accurate, itemized wage statements to members of the Classes.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged

herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal and rest periods, was not provided with accurate wage statements, and was not provided with all wages upon termination.

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

25. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

28. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

SECOND CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)

minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

31. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

32. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

34. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including, unpaid meal and/or rest period premium wages.

36. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of their employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

37. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation of employment results in a continued payment of

1 wages up to thirty days from the time the wages were due.

2 38. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
3 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(AGAINST ALL DEFENDANTS)**

7 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 40. Defendants have engaged and continue to engage in unfair and/or unlawful
9 business practices in California in violation of California Business and Professions Code § 17200
10 *et seq.*, by failing to pay all failing to provide all required meal periods and failing to authorize
11 and permit all required rest periods, and failing to pay meal and rest period premium wage
12 payments.

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

18 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
19 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
20 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
21 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

3 **(AGAINST ALL DEFENDANTS)**

4 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff
7 and the Wage Statement Class Members with accurate, itemized wage statements that included
8 among other requirements, meal and/or rest period premiums, and total net wages earned in
9 violation of Labor Code § 226 *et seq.*

10 47. Defendants' failure to furnish Plaintiff and the members of the Wage Statement
11 Class with complete and accurate, itemized wage statements resulted in actual injury, as said
12 failures led to, among other things, the non-payment of their meal and rest period premiums, and
13 deprived them of the information necessary to identify discrepancies in Defendants' reported data.

14 48. Defendants' failures created an entitlement to Plaintiff and members of the Wage
15 Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226,
16 including statutory penalties civil penalties, reasonable attorneys' fees, and costs according to suit
17 pursuant to Labor Code § 226 *et seq.*

18 **SEVENTH CAUSE OF ACTION**

19 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

20 **(AGAINST ALL DEFENDANTS)**

21 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 50. Defendants have committed several Labor Code violations against Plaintiff and
23 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
24 § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
25 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
26 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
27 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
28 each failure to pay each employee and \$200.00 for each subsequent violation or willful or

1 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus
2 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for
3 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3)
4 \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor
5 Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00
6 for each subsequent violation per employee per pay period for those violations of the Labor Code
7 for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
9 legally required meal periods and failing to pay meal period premiums to
10 Plaintiff and other aggrieved employees;
- 11 b) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all
12 legally required rest periods and failing to pay rest period premiums to Plaintiff
13 and other aggrieved employees;
- 14 c) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
15 aggrieved employees with accurate and compliant itemized wage statements;
- 16 d) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay
17 all final wages due to Plaintiff and other aggrieved employees;
- 18 e) Defendants violated Labor Code § 204 by failing to pay Plaintiff and other
19 aggrieved employees all earned wages at least twice during each calendar month;
20 and
- 21 f) Defendants violated Labor Code § 1174 by failing to maintain accurate records
22 on behalf of Plaintiff and other aggrieved employees.

23 51. On January 29, 2020, Plaintiff notified Defendants via certified mail, and the
24 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
25 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
26 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
27 Code identified in Paragraph 50 (a)-(f). Now that sixty-five days have passed from Plaintiff
28 notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements

1 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
2 violations.

3 52. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and the interests of other aggrieved employees, and to assess and collect the
5 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs,
6 which he is entitled to receive under California Labor Code § 2699.

7 **PRAYER**

8 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
9 this suit is brought against Defendants, as follows:

- 10 1. For an order certifying the proposed Classes;
- 11 2. For an order appointing Plaintiff as representative of the Classes;
- 12 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 13 4. Upon the First Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 15 5. Upon the Second Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 17 6. Upon the Third Cause of Action, for statutory waiting time penalties pursuant to
18 Labor Code § 203;
- 19 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the
20 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
21 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
22 *seq.*;
- 23 8. Upon the Fifth Cause of Action, for penalties pursuant to Labor § 226;
- 24 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
25 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
26 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
27 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
28 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount

unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 50 (a)-(f) above;

10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: _____, 2020
Respectfully submitted,
LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff
LAZARO BOR

DEMAND FOR JURY TRIAL

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

Dated: _____, 2020
Respectfully submitted,
LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff
LAZARO BOR