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

ANTHONY MASINAS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

FLEETPRIDE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2018-0015792

Honorable Jayne Lee
Department 10C

CLASS ACTION

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

Date: August 3, 2021
Time: 9:00 a.m.
Department: 10C

Complaint Filed: December 18, 2018
Trial Date: None Set

1 This matter has come before the Honorable Jayne Lee in Department 10C of the Superior
2 Court of the State of California, for the County of San Joaquin, for Plaintiffs' Motion for Preliminary
3 Approval of Class Action Settlement. Lawyers *for* Justice, PC, Law Offices of Kevin T. Barnes,
4 and Law Offices of Raphael A. Katri appear as counsel for Plaintiffs Anthony Masinas and Proposed
5 Plaintiff Juan Partida (together, "Plaintiffs"), individually and on behalf of all others similarly
6 situated and other aggrieved employees. Seyfarth Shaw LLP appears as counsel for Defendant
7 Fleetpride, Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

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

20 3. The Court hereby grants Plaintiff Anthony Masinas leave to file the [Proposed] First
21 Amended Class Action Complaint for Damages and Enforcement under the Private Attorneys
22 General Act, Cal. Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative
23 Complaint") which is attached hereto as "**EXHIBIT 1.**" The First Amended Complaint shall be
24 deemed filed as of the date of the entry of this Order, and shall be the operative complaint in the
25 Action for purpose of Settlement, including the release of claims. The First Amended Complaint
26 and all allegations and causes pleaded therein shall be deemed denied by Defendant, and each of
27 them, without the necessity of Defendant filing an answer to the First Amended Complaint or any
28 other pleading in the action. In the event that the Settlement does not become final for any reason,

1 the First Amended Complaint shall be *void ab initio* and the Original Complaint shall be the
2 operative complaint for all purposes unless otherwise ordered by the Court.

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

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

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

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1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
2 follows:

3 All current and former hourly non-exempt individuals who are or were employed by
4 Defendant at any time from December 18, 2014 through February 17, 2021.

5 8. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
6 Ghosh of Lawyers *for* Justice, PC, Kevin T. Barnes and Gregg Lander of Law Offices of Kevin T.
7 Barnes, and Raphael A. Katri of Law Offices of Raphael A. Katri as counsel for the Class (“Class
8 Counsel”).

9 9. The Court provisionally appoints Plaintiffs Anthony Masinas and Juan Partida as
10 the representatives of the Class (“Class Representatives”).

11 10. The Court provisionally appoints Phoenix Class Action Administration Solutions
12 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

13 11. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
14 provide the Settlement Administrator with the following information for each Class Member: full
15 name, last known mailing address, Social Security Number, dates worked for Defendant during the
16 Class Period, and such other information as is necessary for the Settlement Administrator to calculate
17 Workweeks and Pay Periods (collectively referred to as the “Class List”) in conformity with the
18 Settlement Agreement.

19 12. The Court approves, both as to form and content, the Notice of Class Action
20 Settlement (“Notice”) attached hereto as “**EXHIBIT 2.**” The Notice shall be provided to Class
21 Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
22 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
23 of Class Members’ right to be excluded from the Class Settlement, of Class Members’ right to
24 dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right and
25 opportunity to object to the Class Settlement. The Court further finds that distribution of the Notice
26 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
27 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
28 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court

1 further orders the Settlement Administrator to mail the Notice by First-Class U.S. Mail to all Class
2 Members within fourteen (14) calendar days of receipt of the Class List, pursuant to the terms set
3 forth in the Settlement Agreement.

4 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
5 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
6 choose to be excluded from the Class Settlement by submitting a timely written opt out request
7 (“Request for Exclusion”) in conformity with the requirements set forth in the Notice, to the
8 Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days
9 from the initial mailing of the Notice to Class Members (“Response Deadline”), or, in the case of a
10 re-mailed Notice, the Response Deadline will be extended by fifteen (15) calendar days. Any such
11 person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
12 will not be entitled to any recovery under the Class Settlement and will not be bound by the Class
13 Settlement or have any right to object, appeal, or comment thereon; however, if the Class Member
14 worked during the time period from February 13, 2019 through February 17, 2021 (“PAGA
15 Period”), he or she will remain an Aggrieved Employee, will receive an Individual PAGA
16 Payment, and will be bound by the PAGA Settlement and Released PAGA Claims. Class Members
17 who have not submitted a valid and timely Request for Exclusion (i.e., Settlement Class Member)
18 shall be bound by the Settlement Agreement and any final judgment based thereon.

19 14. A Final Approval Hearing shall be held before this Court on
20 _____ at _____ a.m./p.m. in
21 Department 10C of the San Joaquin County Superior Court, located at 180 E. Weber Avenue,
22 Stockton, California 95202, to determine all necessary matters concerning the Settlement, including:
23 whether the proposed settlement of the action on the terms and conditions provided for in the
24 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
25 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
26 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
27 Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs,
28 Enhancement Payments, and Settlement Administration Costs.

1 15. Class Counsel shall file a motion for final approval of the Settlement and for
2 Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along
3 with the appropriate declarations and supporting evidence, including the Settlement Administrator's
4 declaration, by _____, to be heard
5 at the Final Approval Hearing.

6 16. To object to the Class Settlement, a Class Member must submit a timely and valid
7 written objection to the Class Settlement ("Notice of Objection") to the Settlement Administrator,
8 by mail, on or before the Response Deadline. The Notice of Objection must be signed and must
9 contain the information that is required, as set forth in the Notice, including and not limited to the
10 grounds for the objection. Settlement Class Members may also present their objection at the Final
11 Approval Hearing.

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

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Jayne Lee
Judge of the Superior Court

EXHIBIT 1

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Attorneys for Plaintiffs Juan Partida

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

ANTHONY MASINAS, individually, and on
behalf of other members of the general public
similarly situated; JUAN PARTIDA,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

FLEETPRIDE, INC., an Alabama
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2018-0015792

Honorable Jayne Lee
Department 10C

CLASS ACTION

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not

- Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 - (7) Violation of California Labor Code § 212;
 - (8) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (9) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (10) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (11) Violation of California Business & Professions Code §§ 17200, et seq.;
 - (12) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs ANTHONY MASINAS (“Plaintiff MASINAS”), individually, and on behalf of other members of the general public similarly situated, and JUAN PARTIDA (“Plaintiff PARTIDA”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, (together, Plaintiff MASINAS and Plaintiff PARTIDA are referred to as “Plaintiffs”) allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this

1 action is brought do not specify any other basis for jurisdiction.

2 3. This Court has jurisdiction over Defendant because, upon information and
3 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
4 otherwise intentionally avails itself of the California market so as to render the exercise of
5 jurisdiction over it by California courts consistent with traditional notions of fair play and
6 substantial justice.

7 4. Venue is proper in this Court because, upon information and belief, Defendant
8 maintains offices, has agents, employs individuals, and/or transacts business in the State of
9 California, County of San Joaquin. The majority of acts and omissions alleged herein relating to
10 Plaintiffs and the other class members took place in the State of California, including the County
11 of San Joaquin.

12 **PARTIES**

13 5. Plaintiff ANTHONY MASINAS is an individual residing in the State of
14 California, County of San Joaquin.

15 6. Plaintiff JUAN PARTIDA is an individual residing in the State of California.

16 7. Defendant FLEETPRIDE, INC., at all times herein mentioned, was and is, upon
17 information and belief, an employer whose employees are engaged throughout the State of
18 California, including the County of San Joaquin.

19 8. At all relevant times, Defendant FLEETPRIDE, INC. was the “employer” of
20 Plaintiffs within the meaning of all applicable California laws and statutes.

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

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

11. Defendant FLEETPRIDE, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

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

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from December 18, 2014 to February 17, 2021.

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

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be

greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interests that are antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common

questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week, and/or over six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants are liable pursuant to the California Labor Code section 212;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

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- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

21. Plaintiff PARTIDA was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff PARTIDA and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of

Defendants, and one or more of the alleged violations were committed against them.

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

a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee's Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

23. On February 13, 2020, Plaintiff PARTIDA provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802 have been

satisfied.

GENERAL ALLEGATIONS

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

25. Defendants, jointly and severally, employed Plaintiff MASINAS as an hourly-paid, non-exempt employee, from approximately August 2017 to approximately October 2017, in the State of California, County of San Joaquin.

26. Defendants, jointly and severally, employed Plaintiff PARTIDA as an hourly-paid, non-exempt employee, from approximately August 2017 to December 26, 2019, in the State of California, County of Los Angeles.

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

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

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

30. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

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

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

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

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium wages. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class members. Plaintiffs and the other class members were required to perform work during meal periods and rest periods. Plaintiffs and the other class members were also required to remain on premises during rest periods.

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

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class

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

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

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

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

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

28 ///

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all wages owed to them during their employment. Plaintiffs and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the actual number of hours worked by Plaintiffs and the other class members, including work to be performed off-the-clock.

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

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

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

47. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class members did not receive overtime compensation at one-and-one-half times the regular rate of pay for all hours spent performed job duties in excess of eight (8) hours per day, forty

(40) hours per week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

48. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

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

(Against FLEETPRIDE, INC. and DOES 1 through 100)

57. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 56, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

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

7 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiffs and the other class members employed by Defendants, and
9 working more than eight (8) hours in a day or more than forty (40) hours in a workweek,
10 and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for
11 all hours worked in excess of eight (8) hours in a day and up to and including twelve (12)
12 hours, more than forty (40) hours in a workweek, or the first eight (8) hours worked on the
13 seventh day in a workweek.

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

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

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

26 63. During the relevant time period, Defendants intentionally and willfully failed to
27 pay overtime wages for all hours worked owed to Plaintiffs and the other class members, and
28 Defendants also intentionally and willfully failed to pay overtime wages at the appropriate

overtime rate, reflecting all applicable forms of remuneration, including but not limited to nondiscretionary monetary bonuses called “Prizes”.

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

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

SECOND CAUSE OF ACTION

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

(Against FLEETPRIDE, INC. and DOES 1 through 100)

66. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

70. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an

1 employee to work for a work period of more than ten (10) hours per day without providing the
2 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
3 that if the total hours worked is no more than twelve (12) hours, the second meal period may
4 be waived by mutual consent of the employer and the employee only if the first meal period
5 was not waived.

6 71. During the relevant time period, Plaintiffs and the other class members who
7 were scheduled to work for a period of time no longer than six (6) hours, and who did not
8 waive their legally-mandated meal periods by mutual consent, were required to work for
9 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
10 (30) minutes and/or rest period.

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

15 73. During the relevant time period, Plaintiffs' and other class members' meal
16 periods were missed, shortened, late, and/or were interrupted because Defendants required
17 them to perform and complete work duties, even when it resulted in missed, shortened, late, or
18 interrupted meal periods. Defendants interrupted Plaintiffs and the other class members during
19 purported meal periods with business-related inquiries, instructions for tasks, and/or to require
20 them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

21 74. As a result, Defendants failed to relieve Plaintiffs and the other class members
22 of all duties, failed to relinquish control over Plaintiffs' and the other class members' activities,
23 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
24 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
25 later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to
26 take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work
27 for shifts lasting more than ten (10) hours.

28 ///

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

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

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

78. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against FLEETPRIDE, INC. and DOES 1 through 100)

79. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

82. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

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

7 84. During the relevant time period, Defendants willfully required Plaintiffs and the
8 other class members to work during rest periods and failed to pay Plaintiffs and the other class
9 members the full rest period premium for work performed during rest periods.

10 85. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7

13 86. Defendants’ conduct violates applicable IWC Wage Orders and California
14 Labor Code section 226.7.

15 87. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employees’ regular hourly rate of compensation for each work
18 day that the rest period was not provided.

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against FLEETPRIDE, INC. and DOES 1 through 100)**

22 88. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 87, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

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

28 ///

1 90. During the relevant time period, Defendants failed to pay minimum wage to
2 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
3 1194, 1197, and 1197.1.

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

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

13 93. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
14 members are entitled to recover liquidated damages in an amount equal to the wages
15 unlawfully unpaid and interest thereon.

16 **FIFTH CAUSE OF ACTION**

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

18 **(Against FLEETPRIDE, INC. and DOES 1 through 100)**

19 94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
20 through 93, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 95. At all relevant times herein set forth, California Labor Code sections 201 and
23 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
24 time of discharge are due and payable immediately, and if an employee quits his or her
25 employment, his or her wages shall become due and payable not later than seventy-two (72)
26 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
27 intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

96. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

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

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

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against FLEETPRIDE, INC. and DOES 1 through 100)

100. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

1 and payable between the 1st and the 10th day of the following month.

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

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

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

10 **SEVENTH CAUSE OF ACTION**

11 **(Violation of California Labor Code § 212)**

12 **(Against FLEETPRIDE, INC. and DOES 1 through 100)**

13 106. Plaintiff PARTIDA incorporates by reference the allegations contained in
14 paragraphs 1 through 105, and each and every part thereof with the same force and effect as
15 though fully set forth herein.

16 107. Labor Code section 212 states in pertinent part:

17 (a) No person, or agent or officer thereof, shall issue in payment of wages due, or to
18 become due, or as an advance on wages to be earned:

19 (1) Any order, check, draft, note, memorandum, or other acknowledgment of
20 indebtedness, unless it is negotiable and payable in cash, on demand, without discount,
21 at some established place of business in the state, the name and address of which must
22 appear on the instrument, and at the time of its issuance and for a reasonable time
23 thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in,
24 or credit, arrangement, or understanding with the drawee for its payment;

25 (2) Any scrip, coupon, cards, or other thing redeemable, in merchandise or
26 purporting to be payable or redeemable otherwise than in money.

27 (b) Where an instrument mentioned in subdivision (a) is protested or dishonored, the
28 notice or memorandum of protest or dishonor is admissible as proof of presentation,

1 nonpayment and protest and is presumptive evidence of knowledge of insufficiency of funds or
2 credit with the drawee.

3 108. Labor Code section 213(d) states: “Nothing contained in Section 212 shall:”

4 “(d) Prohibit an employer from depositing wages due or to become due or an advance
5 on wages to be earned in an account in any bank, savings and loan association, or credit union
6 of the employee’s choice with a place of business located in this state, provided that the
7 employee has voluntarily authorized that deposit. If an employer discharges an employee or the
8 employee quits, the employer may pay the wages earned and unpaid at the time the employee
9 is discharged or quits by making a deposit authorized pursuant to this subdivision, provided
10 that the employer complies with the provisions of this article relating to the payment of wages
11 upon termination or quitting of employment.”

12 109. Here, Defendants had a consistent and uniform policy, practice and procedure of
13 willfully failing to comply with Labor Code section 212, in that Defendants paid Plaintiffs
14 PARTIDA and the other class members their final wages via a “pay card” that required
15 activation and delay before earned and unpaid wages could be obtained therefrom.

16 110. Further, in violation of Labor Code section 213(d), Plaintiff PARTIDA and the
17 other class members did not voluntarily authorize Defendants to make these deposits via pay
18 card.

19 111. Defendants’ violation of Labor Code section 212 was willful, thus entitling
20 Plaintiff PARTIDA and the other class members to damages, according to proof.

21 **EIGHTH CAUSE OF ACTION**

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

23 **(Against FLEETPRIDE, INC. and DOES 1 through 100)**

24 112. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 111, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 113. At all material times set forth herein, California Labor Code section 226(a)
28 provides that every employer shall furnish each of his or her employees an accurate itemized

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

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

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

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

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

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

NINTH CAUSE OF ACTION

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

(Against FLEETPRIDE, INC. and DOES 1 through 100)

119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 118, and each and every part thereof with the same force and effect as though fully set forth herein.

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

121. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

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

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

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TENTH CAUSE OF ACTION

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

(Against FLEETPRIDE, INC. and DOES 1 through 100)

124. Plaintiff MASINAS incorporates by reference the allegations contained in paragraphs 1 through 123, and each and every part thereof with the same force and effect as though fully set forth herein.

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

126. Plaintiff MASINAS and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

127. Defendants have intentionally and willfully failed to reimburse Plaintiff MASINAS and the other class members for all necessary business-related expenses and costs.

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

ELEVENTH CAUSE OF ACTION

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

(Against FLEETPRIDE, INC. and DOES 1 through 100)

129. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

4 132. A violation of California Business & Professions Code section 17200, et seq.
5 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
6 policies and practices of requiring employees, including Plaintiffs and the other class members,
7 to work overtime without paying them proper compensation violate California Labor Code
8 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
9 employees, including Plaintiffs and the other class members, to work through their meal and
10 rest periods without paying them proper compensation violate California Labor Code sections
11 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
12 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
13 practices of failing to timely pay wages to Plaintiffs and the other class members violate
14 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
15 Code sections 226(a), 1174(d), 2800 and 2802.

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

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

21 135. Pursuant to California Business & Professions Code sections 17200, et seq.,
22 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
23 retained by Defendants during a period that commences four years preceding the filing of this
24 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
25 1021.5 and other applicable laws; and an award of costs.

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TWELFTH CAUSE OF ACTION

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

(Against FLEETPRIDE, INC. and DOES 1 through 100)

136. Plaintiff PARTIDA incorporates by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

Failure to Pay Overtime

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

Failing to Provide Meal Periods

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

Failure to Provide Rest Periods

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

Failure to Pay Minimum Wages

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

Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Compliant Wage Statements

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

Failure to Keep Complete or Accurate Payroll Records

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

Failure to Reimburse Necessary Business Expenses

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

and 2802.

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

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

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

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151. Further, Plaintiff PARTIDA is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff MASINAS, individually, and on behalf of other members of the general public similarly situated, and Plaintiff PARTIDA, individually, and on behalf of other members of the public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff MASINAS, individually, and on behalf of other members of the general public similarly situated, and Plaintiff PARTIDA, individually, and on behalf of other members of the public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiffs be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 212 and applicable IWC Wage Orders as to Plaintiff PARTIDA and the other class members;

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

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

As to the Eighth Cause of Action

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

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

As to the Tenth Cause of Action

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

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

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

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

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

As to the Eleventh Cause of Action

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

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

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

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

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

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

As to the Twelfth Cause of Action

62. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802; and

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

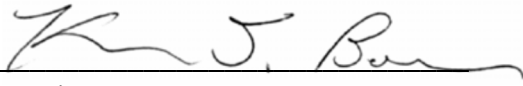
Dated: May 17, 2021

LAWYERS for JUSTICE, PC

By: _____
Edwin Aiwasian
Attorneys for Plaintiff MASINAS

Dated: May 17, 2021

**LAW OFFICES OF KEVIN T. BARNES
LAW OFFICES OF RAPHAEL A. KATRI**

By: 
Kevin T. Barnes
Gregg Lander
Raphael A. Katri
Attorneys for Plaintiff PARTIDA

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

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

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

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

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

As to the Twelfth Cause of Action

62. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802; and

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

Dated: May 17, 2021

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwasian
Attorneys for Plaintiff MASINAS

Dated: May 17, 2021

**LAW OFFICES OF KEVIN T. BARNES
LAW OFFICES OF RAPHAEL A. KATRI**

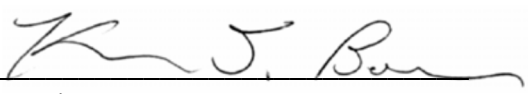
By: 
Kevin T. Barnes
Gregg Lander
Raphael A. Katri
Attorneys for Plaintiff PARTIDA

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Anthony Masinas and Juan Partida v. Fleetpride, Inc.

Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2018-0015792

PLEASE READ THIS NOTICE CAREFULLY.

If you review the content of this notice carefully, you may be entitled to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is sent to all current and former hourly non-exempt employees who worked for Defendant Fleetpride, Inc. in the State of California at any time between December 18, 2014 through February 17, 2021.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Anthony Masinas and Juan Partida (together, “Plaintiffs”) and Defendant Fleetpride, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Masinas, et al. v. Fleetpride, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0015792 (“*Masinas Action*”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class Settlement**” means the settlement and resolution of the Released Class Claims.

“**Class**” means all current and former hourly non-exempt individuals who are or were employed by Defendant at any time during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the time period from December 18, 2014 through February 17, 2021.

“**PAGA Settlement**” means the settlement and resolution of the Released PAGA Claims.

“**Aggrieved Employees**” means all current and former hourly non-exempt individuals who are or were employed by Defendant at any time during the PAGA Period.

“**PAGA Period**” means the time period from February 13, 2019 through February 17, 2021.

II. BACKGROUND OF THE LAWSUIT

On December 18, 2018, Anthony Masinas commenced a putative class action lawsuit in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0015792 (i.e., *Masinas Action*). On April 20, 2020, Juan Partida commenced a putative class and representative action lawsuit in the Superior Court of California for the County of Los Angeles, Case No. 20STCV15187 (“*Partida Action*”). On [date of Preliminary Approval], Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) in the *Masinas Action*, to add the plaintiff and claims of the *Partida Action*. Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and

meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Anthony Masinas and Juan Partida as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 W. Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021
Edwin@calljustice.com

Kevin T. Barnes, Esq.
Gregg Lander, Esq.
Law Offices of Kevin T. Barnes
1635 Pontius Avenue, 2nd Floor
Los Angeles, California 90025
Telephone: (323) 549-9100
Fax: (323) 549-0101
Barnes@kbarnes.com

Raphael A. Katri, Esq.
Law Offices of Raphael A. Katri
8549 Wilshire Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 940-2034
Fax: (310) 733-5644
RKatri@socallaborlawyers.com

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment and Individual PAGA Payment (if applicable), but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the *Masinas* Action and *Partida* Action (together, "Actions") have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The proposed settlement was negotiated between the attorneys for the Parties. Class Counsel believe this Settlement is reasonable, and is in the best interest of the Class Members and Aggrieved Employees.

The total gross settlement amount is two million five hundred thousand dollars (\$2,500,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$875,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty-five thousand dollars (\$35,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed ten thousand dollars (\$10,000.00) each to Plaintiffs for their services in the Actions (for a total of \$20,000.00); (3) penalties pursuant to PAGA in the amount of one hundred thousand dollars (\$100,000.00) ("PAGA Amount"), of which 75%, or seventy five thousand dollars (\$75,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA Payment") and 25%, or twenty-five thousand dollars (\$25,000.00), will be paid to Aggrieved Employees; and (4) Settlement Administration Costs in an amount not to exceed fifteen thousand dollars (\$15,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment of their share of the Net Settlement Amount ("Individual Settlement Share"), based on the number of weeks each Class Member worked for Defendant as an hourly non-exempt employee in California during the Class Period ("Workweeks"), and Aggrieved Employees will receive payment of their share of 25% of the PAGA

Amount (“Individual PAGA Payment”), based on the number of pay periods that each Aggrieved Employee was issued a wage statement by Defendant during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

The Settlement Administrator has computed your Individual PAGA Payment by dividing the 25% portion of the PAGA Amount attributed to Aggrieved Employees, i.e., \$25,000.00, by the total number of Pay Periods worked by all Aggrieved Employees resulting in the Pay Period Value, and then multiplying the Pay Period Value by the number of Pay Periods of each individual Aggrieved Employee.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

- **From December 18, 2014 to February 17, 2021, you worked for Defendant as an hourly non-exempt employee in California for [REDACTED] Workweeks.**
- **From February 13, 2019 to February 17, 2021, you worked for Defendant as an hourly non-exempt employee in California and were issued [REDACTED] wage statements (i.e., Pay Periods).**

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the *Masinas* Action (*Masinas, et al. v. Fleetpride, Inc.*, Case No. STK-CV-UOE-2018-0015792); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

As explained above, your estimated Individual PAGA Payment is based on the number of Pay Periods credited to you.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED]. The Individual PAGA Payment is not subject to taxes or withholding and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is

only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had during the Class Period. In addition, all Aggrieved Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims during the PAGA Period.

“Released Class Claims” means any and all claims alleged, or could have been pled, in the operative Complaint, including claims under California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802, and Civil Code § 3287, as well as IWC Wage Order No. 5-2001 §§ 3, 4, 11, and 12, and the California Business and Professions Code Section 17200 based on alleged violations of the foregoing statutes and Wage Order sections; as well as all claims arising under the listed California Labor Code statutes based on the primary rights of those statutes, irrespective of the theory of recovery alleged. Unless a Class Member submits a valid and timely Request for Exclusion, Settlement Class Members are bound by the settlement and release of Released Class Claims regardless of whether an Individual Settlement Share is used by them and/or cashed by them.

“Released PAGA Claims” means any civil penalty claims under the Private Attorneys General Act, California Labor Code sections 2698-2699.5, *et seq.* (“PAGA”), predicated on the claims alleged in the Operative Complaint, or could have been pled, as well as all PAGA claims predicated on California Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802 based on the primary rights of those statutes, irrespective of the theory of recovery alleged. Class Members will not have the opportunity to opt out of, or object, to the settlement and release of Released PAGA Claims. Further, the Class Members are bound by the settlement and release of Released PAGA Claims regardless of whether an Individual PAGA Payment is used by them and/or cashed by them.

“Released Parties” means Defendant and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

Regardless of whether an individual opts out of the Class Settlement, all Aggrieved Employees will be deemed to have released Defendant and the other Released Parties from all Released PAGA Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$875,000.00) and reimbursement of litigation costs and expenses in an amount of up to thirty-five thousand dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of ten thousand dollars (\$10,000.00) to each of them (“Enhancement Payments”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

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G. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed fifteen thousand dollars (\$15,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. You will also be issued your Individual PAGA Payment and be subject to the Released PAGA Claims regardless of whether you exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the *Masinas* Action (*Masinas, et al. v. Fleetpride, Inc.*, Case No. STK-CV-UOE-2018-0015792); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive the Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement and Released Class Claims as described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Regardless of whether a Class Member submits a valid and timely Request for Exclusion, if he or she is an Aggrieved Employee, he or she will be bound by the PAGA Settlement and Released PAGA Claims and will be paid an Individual PAGA Payment.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the *Masinas* Action (*Masinas, et al. v. Fleetpride, Inc.*, Case No. STK-CV-UOE-2018-0015792); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

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V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 10C of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, California 95202, on August 3, 2021, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Due to the ongoing COVID-19 pandemic, Class Members should contact the clerk for Department 10C at (209) 992-5693 for instructions on how to appear remotely.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 180 E. Weber Avenue, Stockton, California 95202, during business hours, or by online by visiting the following website: <https://cms.sjcourts.org/fullcourtweb/start.do>.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.