

**HAINES LAW GROUP, APC**  
Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
Sean M. Blakely (SBN 264384)  
sblakely@haineslawgroup.com  
Alexandra R. McIntosh (SBN 320904)  
amcintosh@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF VENTURA**

MARIA C. HERNANDEZ, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

COLD STEEL, INC., a California corporation;  
and DOES 1 through 100,

Defendants.

Case No.: 56-2020-00545301-CU-OE-VTA

*[Assigned for all Purposes to the Hon.  
Vincent O'Neill, Dept. 41]*

**DECLARATION OF PAUL K. HAINES  
IN SUPPORT OF PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 21, 2021

Time: 8:30 a.m.

Dept.: 41

**Reservation No. 2571229**

Action filed: May 26, 2020

Trial date: None set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the  
3 named Plaintiff Maria C. Hernandez (“Plaintiff”) and the proposed Settlement Class in the above-  
4 captioned matter. I am a member in good standing of the bar of the State of California and am  
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration  
6 and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated  
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,  
9 located in Encino, California. I also spent a semester in law school working as an extern for the  
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central  
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on  
13 employment litigation. In September 2007, I began working as an associate attorney at the  
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its  
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in  
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed  
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a  
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the  
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In  
21 particular, I received a wide-array of wage and hour class action experience performing the  
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions  
23 from state court to federal court; drafting and responding to written discovery; drafting and  
24 opposing discovery related motions; arguing discovery related motions; drafting motions to  
25 consolidate related matters; interviewing putative class members and obtaining declarations in  
26 connection with class certification; drafting oppositions to motions for class certification; drafting  
27 motions for decertification following class certification; conducting exposure analyses to assess  
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the  
2 primary contact to in-house counsel; deposing named plaintiffs and putative class members;  
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In  
4 short, I played an integral role in all aspects of litigation from the inception of a matter through  
5 and beyond class certification. I also supervised the work of several junior attorneys who were  
6 staffed on the same wage and hour class actions.

7         5.       In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an  
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at  
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,  
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective  
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I  
12 performed the same job duties as described in the immediately preceding paragraph. In addition  
13 to working on wage and hour class actions, I also worked on a number of “hybrid” actions  
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well  
15 as California-specific claims under Rule 23 of the Rules of Civil Procedure.

16         6.       In July 2012, I transitioned into litigating wage and hour class actions from the  
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since  
18 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent  
19 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,  
20 and I am currently responsible for prosecuting over fifty (50) wage and hour class actions filed in  
21 both State and Federal courts throughout California. I have been appointed as Class Counsel in  
22 over one hundred (100) wage and hour class action settlements in state and federal courts within  
23 California. A few examples of the matters in which I have been appointed as Class Counsel, all  
24 of which have been granted final approval, include the following: *Sanchez v. Res-Care, Inc.*, Case  
25 No. BC526175, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley,  
26 Jr., presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United  
27 States District Court, Central District of California, Hon. John F. Walter presiding; *Tesla Motors*  
28 *Wage and Hour Litigation*, JCCP 4792, California Superior Court, Santa Clara County, Hon.

Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Hon. Haywood S. Gilliam, Jr. presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior Court, County of San Luis Obispo, Hon. Charles S. Crandall presiding; *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Hon. Elihu M. Berle presiding; *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4:16-cv-00784-KAW, United States District Court, Northern District of California, Hon. Kandis A. Westmore presiding.

7. I have also moved to certify and have received an order certifying a class action and/or conditionally certifying a collective action, in the following cases:

- *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding (certifying a class of employees who were misclassified as independent contractors);
- *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District of California, Honorable Judge Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage class);

- 1 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,  
2 California Superior Court, County of Orange, Honorable Judge William Claster, presiding  
3 (certifying unpaid overtime wage class and waiting time penalty class);
- 4 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,  
5 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding  
6 (certifying piece rate pay plan classes, expense reimbursement class, wage statement  
7 class, and waiting time penalties class);
- 8 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United  
9 States District Court, Central District of California, Honorable Dolly M. Gee presiding  
10 (certifying six classes of employees for rest period violations, wage statement violations,  
11 meal period violations, and overtime and double-time violations);
- 12 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United  
13 States District Court, Southern District of California, Honorable William Q. Hayes  
14 presiding (certifying six classes of employees for unpaid wages, meal period violations,  
15 wage statement violations, and waiting time penalties);
- 16 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,  
17 United States District Court, Northern District of California, Honorable William H. Alsup  
18 presiding (certifying three classes of employees for unlawful wage deduction violations,  
19 wage statement violations, and waiting time violations);
- 20 • *Staublein v. Wells Fargo Bank*, No. CIVDS1712267, San Bernardino County Superior  
21 Court, Honorable David S. Cohn presiding (certifying wage statement class);
- 22 • *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-00026405-CU-OE-CTL, California  
23 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding (certifying  
24 class of employees for wage statement violations);
- 25 • *Bowlin-Burdick, et al v. Life Care Centers of America, Inc.*, Case No. BC657139, Los  
26 Angeles County Superior Court, Honorable Maren E. Nelson presiding (certifying four  
27 classes for meal period violations, rest period violations, wage statement violations, and  
28 waiting time penalties).

1           8.       In 2015, 2016, and 2017, Thomson Reuters recognized me as a Top Young  
2 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an  
3 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in  
4 Southern California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me  
5 as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than  
6 five percent of all attorneys in Southern California each year.

7           9.       As counsel for Plaintiff and the proposed Settlement Class, I have been intimately  
8 involved in every aspect of this case from its inception through the present, and I believe that the  
9 proposed Settlement is a favorable result for the Settlement Class.

10          10.      The proposed Stipulation of Settlement (“Settlement”) is attached hereto as  
11 **Exhibit 1**. The proposed Class Notice, Notice of Estimated Settlement Award, and Request for  
12 Exclusion Form are attached to the Settlement as Exhibits A, B, & C, respectively.

13          11.      Cold Steel was in the business of designing and manufacturing knives, training  
14 weapons, throwing stars, and other bladed tools for industries, such as, the military, law  
15 enforcement, and emergency service personnel. According to Cold Steel’s counsel, in 2020, Cold  
16 Steel was acquired by a private equity firm and is no longer operating. Plaintiff worked for Cold  
17 Steel as a non-exempt “Assembler” from April 15, 2015 but was let go in January 2021 due to  
18 the acquisition of Cold Steel.

19          12.      On May 26, 2020, Plaintiff, through my office, filed the instant action, alleging  
20 claims for failure to pay overtime and minimum wages, failure to provide meal periods and rest  
21 periods, wage statement penalties, and unfair business practices.

22          13.      On April 24, 2020, Plaintiff, through my office, submitted her PAGA notice to  
23 Cold Steel and the Labor & Workforce Development Agency (“LWDA”). Attached hereto as  
24 **Exhibit 2** is a true and correct copy of the PAGA notice and proof of submission to the LWDA  
25 and Cold Steel. On June 29, 2020, Plaintiff, through my office, filed a First Amended Class and  
26 Representative Action Complaint to add a cause of action for civil penalties under the Private  
27 Attorneys General Act. As part of the Settlement, the parties have agreed to amend the Complaint  
28 in this action to include a cause of action for waiting time penalties under Labor Code §§ 201-

203. The proposed Second Amended Class and Representative Action Complaint is attached hereto as **Exhibit 3**.

14. In preparation for mediation, the parties engaged in extensive informal discovery. Cold Steel produced timekeeping and payroll records for a sampling of putative class members, including actual time punches and rounded time punches, which allowed Plaintiff to conduct a rounding analysis. Cold Steel also produced its relevant written wage and hour policies; data regarding the number of current and former employees, number of workweeks worked, and other information; and other relevant data and information. Thereafter, Plaintiff analyzed and extrapolated the data produced by Cold Steel to create a comprehensive damages analysis. This discovery allowed the parties to assess the merits and value of Plaintiff's claims, as well as the chances for class certification.

15. The parties attended a full-day mediation on January 19, 2021 with Mr. Krivis. During mediation, the parties vigorously debated their legal positions, the likelihood of certification of Plaintiff's claims, the legal bases for the claims and defenses, and the potential effects of Cold Steel's recent acquisition. With the help of Mr. Krivis, the Parties reached a class-wide resolution at the conclusion of the mediation. Over the next few months, the parties negotiated the finer terms of the settlement, ultimately resulting in the Settlement now before the Court.

16. The monetary terms of the Settlement are summarized below:

|                                                           |                    |
|-----------------------------------------------------------|--------------------|
| • Gross Settlement Amount ("GSA"):                        | \$170,000.00       |
| • Minus Court-approved attorneys' fees (33.33%):          | \$56,666.67        |
| • Minus Court-approved verified costs (up to):            | \$20,000.00        |
| • Minus Court-approved Enhancement Payment:               | \$5,000.00         |
| • Minus Amount Paid Set Aside as PAGA penalties:          | \$15,000.00        |
| • <u>Minus estimated settlement administration costs:</u> | <u>\$6,000.00</u>  |
| Net Settlement Amount ("NSA"):                            | \$67,333.33        |
| • PLUS 25% "PAGA Amount" to Settlement Class:             | \$3,750.00         |
| <b>Total Amount Paid to Settlement Class members:</b>     | <b>\$71,083.33</b> |

17. Cold Steel represents there are approximately 35 Settlement Class members. Thus, the average Settlement Share is projected to be at least \$2,030.95.

18. Plaintiff alleges that Cold Steel failed to provide 30-minute meal periods before

1 the end of the fifth hour of work, and second meal periods when employees worked shifts in  
2 excess of 10.0 hours. Specifically, as a result of work demands, including Cold Steel’s practice  
3 of requiring its non-exempt employees to prioritize customer orders, Plaintiff and other non-  
4 exempt employees were often unable to take a timely 30-minute meal period commencing before  
5 the end of the fifth hour of work and was never provided a second meal period. Based on  
6 Plaintiff’s review and extrapolation of the data, Plaintiff estimated there were approximately  
7 9,627 shifts with potential meal period violations worked by Settlement Class members during  
8 the Class Period. Plaintiff further calculated that the average rate of pay for putative class  
9 members during the Class Period was approximately \$17.96. Thus, Plaintiff estimated Cold  
10 Steel’s maximum exposure for meal period violations, taking into account the approximately 420  
11 meal period premiums paid, at approximately \$165,358 ([9,627 meal period violations \* \$17.96  
12 premium] – [420 meal period premiums \* \$17.96]). However, Cold Steel argues it has maintained  
13 legally-compliant meal period policies throughout the Class Period (including first and second  
14 meal periods on shifts over 10 hours), that under *Brinker* it is only required to “provide” the  
15 opportunity to take meal periods, not “ensure” meal periods are taken, and that it has always done  
16 so. Cold Steel further argues that many employees voluntarily waive their second meal periods,  
17 as they are entitled to do under Labor Code § 512. Cold Steel further contends that it pays meal  
18 period premium wages to employees who are not provided full, uninterrupted meal periods, per  
19 Labor Code section 226.7. Lastly, Cold Steel argues this claim would not be suited for class  
20 certification because individualized inquiries would be needed to determine whether individual  
21 employees received a late meal period on each individual shift, whether the employee chose to  
22 take their meal period late, and (for second meals) whether they waived the meal period. Given  
23 these defenses, Plaintiff discounted Cold Steel’s maximum exposure by 25% to account for the  
24 risk of non-certification, and an additional 30% for risk of losing on the merits, to arrive at an  
25 estimated total of approximately \$86,813.

26         19. Plaintiff alleges that Cold Steel failed to authorize and permit her and other non-  
27 exempt employees to take all duty-free 10-minute rest periods for every 4 hours worked or major  
28 fraction thereof. Specifically, Plaintiff alleges that Cold Steel failed to authorize her and other

1 non-exempt employees to take a third rest period when they worked a shift in excess of 10.0  
2 hours. Plaintiff's analysis of Cold Steel's timekeeping data revealed approximately 2,902 shifts  
3 in excess of 10.0 hours worked by Settlement Class members during the Class Period. Plaintiff  
4 thus estimated Cold Steel's maximum potential exposure at approximately \$52,119 (2,902 rest  
5 period violations \* \$17.96 premium). However, Cold Steel asserts it has always authorized and  
6 permitted all required rest periods and, as with meal periods, it need not ensure rest periods are  
7 taken but need only "authorize and permit" them, and it has always done so. Cold Steel also argues  
8 that it maintains compliant rest period policies that authorize employees to take all legally  
9 compliant rest periods, including third rest periods when employees work over ten hours. Finally,  
10 Cold Steel argues this claim is not amenable to class treatment, as individualized inquiries would  
11 be required to determine which employees failed to take rest periods, how many of these rest  
12 periods each individual failed to take, and the reasons why each individual did not take a rest  
13 period on a particular shift. These issues are especially present for rest periods, Cold Steel argues,  
14 as rest periods are not recorded. Given these defenses, Plaintiff discounted Cold's maximum  
15 exposure by 20% to account for the risk of non-certification, and an additional 30% for risk of  
16 losing on the merits, to arrive at an estimated total of approximately \$29,187.

17 20. Plaintiff alleges that Cold Steel rounds its employees' timekeeping entries to  
18 quarter-hour increments in a manner that consistently favors Cold Steel and that, as a result,  
19 employees' wages have been underpaid. Specifically, Plaintiff alleges that Cold Steel rounds  
20 employee timekeeping entries to quarter-hour increments in a manner that consistently favors  
21 Cold Steel and that, as a result, employees' wages have been underpaid. Based on data provided  
22 by Cold Steel and Plaintiff's analysis of Cold Steel's timekeeping and payroll records, Plaintiff  
23 estimates that Settlement Class members were underpaid by approximately 99.52 hours during  
24 the Class Period as a result of the rounding practice, when comparing on-the-clock time to paid  
25 time. The weighted average minimum wage in California during the Class Period was  
26 approximately \$11.50<sup>1</sup>. Thus, Plaintiff estimates Cold Steel's maximum exposure for this claim  
27

28 <sup>1</sup> From May 26, 2016 (beginning of Class Period) through December 2016, California's minimum  
wage was \$10.00/hour; in 2017, it was \$10.50/hour; in 2018, \$11.00/hour; in 2019, \$12.00/hour;

1 at \$2,289 (99.52 hours \* \$11.50 min. wage \* 2 [liquidated damages per Lab. Code § 1194.2]).  
2 However, Cold Steel maintains its rounding practice is even-handed and facially neutral, and  
3 results in employees being paid for all hours worked. Cold Steel also argues that just because an  
4 employee is clocked in does not mean they are working. For example, much of the alleged unpaid  
5 time was pre-shift (i.e., employees clocked in before the scheduled start of the shift), and Cold  
6 Steel argues employees do not begin performing work before the start of their shift, and instead  
7 engage in personal activities talking with co-workers before their shift. Cold Steel further asserts  
8 that the amount of unpaid time per shift is *de minimis* and thus non-compensable. Cold Steel also  
9 contends this claim would not be certified, since its rounding policy is facially neutral and some  
10 employees have been *overpaid* as a result of rounding, and therefore individualized inquiries  
11 would be necessary as to whether employees were in fact underpaid or overpaid for each workday  
12 in question (including whether they were actually working when they were clocked in), resulting  
13 in an unmanageable series of mini-trials. In light of these defenses, Plaintiff only placed nominal  
14 value to this claim.

15 21. Based on the above Labor Code violations, Plaintiff alleges that Cold Steel failed  
16 to issue accurate itemized wage statements pursuant to Labor Code § 226. Based on information  
17 provided by Cold Steel, there were approximately 510 bi-weekly pay periods worked by  
18 Settlement Class members within the one-year liability window under Section 226. In calculating  
19 Cold Steel's exposure, Plaintiff assumed she could recover the "initial" wage statement penalty  
20 of \$50 for each violation, for a total of \$25,500 (510 pay periods \* \$50) in potential penalties. See  
21 Lab. Code § 226(e) (providing \$50 penalty for "initial" violations); *Amaral v. Cintas Corp. No.*  
22 *2*, 163 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation rate applies until employer has  
23 been notified it violated Labor Code); *Patel v. Nike Retail Svcs., Inc.*, 58 F.Supp.3d 1032, 1042-  
24 43 (N.D. Cal. 2014) (citing *Amaral* and applying "initial" \$50 penalty to all pay periods in  
25 calculating amount-in-controversy for wage statement claim). Cold Steel, however, argues that  
26 the wage statement claim will fail for the same reasons Plaintiff's underlying claims fail. Cold  
27

28 in 2020, \$13.00/hour; and in 2021, it is \$14.00/hour. At the time of mediation, the weighted  
average of these amounts was approximately \$11.50.

1 Steel further contends any alleged wage statement violations could not be shown to be “knowing  
2 and intentional,” particularly given its good-faith defenses; that Plaintiff cannot show she or other  
3 employees “suffer[ed] injury” due to alleged wage statement violations, as required by Labor  
4 Code § 226(e); and that wage statements always accurately reflected amounts *paid* to employees.  
5 Given Cold Steel’s arguments that no violations occurred, that class members suffered no  
6 “injury,” and that any alleged violations were not “knowing and intentional,” as well as risks  
7 associated with Plaintiff’s underlying claims discussed above, Plaintiff discounted the maximum  
8 exposure by 30% for risk of non-certification, and by an additional 40% for risk of being  
9 unsuccessful on the merits, for an estimated realistic exposure of approximately \$10,710.

10 22. Plaintiff further alleges that Cold Steel is liable for waiting time penalties based  
11 on its failure to pay wages and meal and rest period premiums to former employees. Based on the  
12 data provided by Cold Steel, there were approximately 25 employees who separated their  
13 employment with Cold Steel since May 26, 2017. Plaintiff further estimated an average waiting  
14 time penalty of \$4,310 ( $\$17.96 \times 8 \text{ hours} \times 30 \text{ days}$ ), for a maximum waiting time penalty  
15 exposure of approximately \$107,750 ( $25 \text{ former employees} \times \$4,310 \text{ average waiting time}$   
16  $\text{penalty}$ ). Cold Steel, however, asserts it has strong, good-faith defenses to Plaintiff’s underlying  
17 claims, and that any failure to pay wages was therefore not “willful” as a matter of law. Cold Steel  
18 further contends Plaintiff’s meal and rest period claims cannot support a claim for waiting time  
19 penalties, as multiple courts have held. Moreover, because the waiting time claim is derivative of  
20 Plaintiff’s underlying wage claims, Plaintiff would need to overcome Cold Steel’s defenses, both  
21 as to class certification and on the merits, to her underlying claims. Based on these defenses,  
22 Plaintiff discounted Cold Steel’s maximum exposure by 40% for risk of non-certification and by  
23 an additional 50% for risk of being unsuccessful on the merits, to arrive at an estimated total of  
24 approximately \$32,325.

25 23. Finally, Plaintiff alleges Cold Steel is liable for PAGA civil penalties as a result  
26 of these alleged Labor Code violations. Plaintiff estimated a maximum PAGA exposure of  
27 \$51,000, based on the \$100 “initial” violation rate under Lab. Code § 2699(f) for each of the 510  
28 pay periods worked during the applicable one-year statutory period. However, these penalties

1 derive from Plaintiff's underlying claims, each of which Cold Steel vigorously disputes. In  
2 addition, Cold Steel argues that even if Plaintiff were to prevail on some of her underlying claims,  
3 she could not show a violation in *every* pay period. For example, Cold Steel asserts, not every  
4 employee suffered under-payment of wages due to rounding in every pay period, and Plaintiff  
5 would not be able to show a meal or rest period violation for *every* employee in *every* pay period  
6 in the PAGA period. Cold Steel further argues that the PAGA grants trial courts discretion to  
7 reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties  
8 significantly given Cold Steel's good-faith defenses. Thus, Plaintiff discounted the maximum  
9 figure by 40% for risk of losing on the merits and/or not recovering a PAGA penalty for every  
10 pay period, and by an additional 40% for risk of the Court reducing penalties, to arrive at an  
11 estimated exposure of approximately \$18,360.

12         24. Using these estimated figures, Plaintiff estimated the realistic total classwide  
13 recovery on his claims would be approximately \$177,395. The proposed settlement of \$170,000  
14 therefore represents over 95.8% of Plaintiff's reasonably forecasted recovery.

15         25. At final approval, Plaintiff's counsel will request attorneys' fees of one-third of  
16 the Gross Settlement Amount (currently estimated at \$56,666.67), and up to \$20,000 in litigation  
17 costs. My office has incurred substantial attorneys' fees in, among other things, conducting pre-  
18 filing investigation; analyzing Plaintiff's claims; conducting legal research; analyzing  
19 timekeeping, payroll, and other data to create a comprehensive damages model; preparing for and  
20 attending mediation; negotiating and preparing the Settlement Agreement; preparing this Motion;  
21 and otherwise prosecuting this case. I anticipate that my office will incur significant future  
22 attorneys' fees in overseeing the Notice process, fielding phone calls from Settlement Class  
23 members, preparing the Final Approval Motion and supporting documents, and appearing at the  
24 Final Approval Hearing.

25         26. Plaintiff will also request an enhancement payment of \$5,000 at final approval.  
26 As will be fully briefed at final approval, Plaintiff's requested enhancement payment is in  
27 recognition of the time and effort she expended on behalf of the Settlement Class, including  
28 providing factual information and documents to my office, identifying potential witnesses,

1 attending meetings with my office to discuss the claims and theories at issue in the litigation, and  
2 otherwise actively participating in the prosecution of this case.

3 27. Although the parties engaged in significant informal discovery, they had not  
4 completed formal written and deposition discovery, which would have required expenditure of  
5 substantial time and resources. Plaintiff also still had to file for class certification. Even if Plaintiff  
6 obtained certification, the parties would incur considerable attorneys' fees and costs through a  
7 possible decertification motion, motions for summary judgment, trial, and potential appeals.

8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct. Executed on June 25, 2021, at El Segundo, California.

10 

11 \_\_\_\_\_  
Paul K. Haines

# **EXHIBIT 1**

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Maria C. Hernandez (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Cold Steel, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Tristan A. Mullis and Rachel E. Albert of Pettit Kohn Ingrassia Lutz & Dolin PC.

On May 26, 2020, Plaintiff filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Maria C. Hernandez v. Cold Steel, Inc.*, Case No. 20STCV20059 (the “Action”). On June 29, 2020, Plaintiff filed a First Amended Class and Representative Action Complaint. Upon the stipulation of the Parties, the case was transferred to Ventura County Superior Court on September 1, 2020, and assigned the case number 56-2020-00545301-CU-OE-VTA. As part of this Settlement Agreement, the Parties stipulate to the filing of a Second Amended Class and Representative Action Complaint (the “SAC”) alleging the following causes of action: (i) failure to pay all overtime wages; (ii) minimum wage violations; (iii) meal period violations; (iv) rest period violations; (v) wage statement violations; (vi) unfair competitions; (vii) civil penalties under the Private Attorneys General Act (“PAGA”); and (viii) waiting time penalties.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All non-exempt employees who are or were employed by Cold Steel, Inc., in the State of California during the time period of May 26, 2016 through the date of preliminary approval of the settlement (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved, does not become Final as defined below, or is terminated or materially modified without agreement of the Parties, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Upon the complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and their respective past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively, the “Released Parties”), as follows:

- A. All Settlement Class members who do not opt-out will release and discharge the Released Parties from any and all claims that were pled in the Action, or which could have been pled in the Action based on the factual allegations in the Action, that arose during the Class Period, including meal period violations, rest period violations, unpaid wages, including minimum wages, overtime and double time wages, wage statement violations, waiting time penalties, unfair business practices, and claims under the PAGA (“Released Claims”). This release shall run from May 26, 2016, through the date of preliminary approval of the settlement.
- B. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers’ compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

3. **Gross Settlement Amount.** As consideration and subject to the express condition precedent that this Settlement Agreement becomes Final (as defined below), Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Settlement will become “Final” and effective when: (a) the Court’s final approval of the Settlement (if no timely objections by or on behalf of Settlement Class members have been filed, or any timely objections have been withdrawn); or (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed (“Effective Date”). Should this Settlement Agreement not be finally approved (or if approval is reversed or materially modified on appellate review), this Settlement shall be null and void.

- C. The Gross Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) calendar days of Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
  - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
  - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Enhancement Payment in recognition of her contributions to the Action and her service to the Settlement Class. If Plaintiff's request for her enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Settlement Class members;
  - (4) Up to one-third (33.33%) of the Gross Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$56,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty Thousand Dollars and Zero Cents (\$20,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
  - (5) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be payable to the Settlement Class as the "PAGA Amount."
- E. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- F. **Employer Payroll Taxes.** The Gross Settlement Amount does not include Employer Payroll Taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Gross Settlement Amount.
- G. **Escalator Clause.** Defendant represents there are approximately 3,400 workweeks worked by Settlement Class members during the Class Period. If the number of workweeks worked by Settlement Class members during the Class Period is more than 10% greater than this figure (i.e., if there are 3,741 or more workweeks worked by Settlement Class members), Defendant agrees to increase

the Gross Settlement Amount on a proportional basis (e.g., if the actual number of workweeks were 20% greater than 3,400, Defendant would agree to increase the Gross Settlement Amount by 20%).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative enhancement payment, the LWDA’s share of the PAGA payment, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
  - i. Wage Statement/PAGA Amount: Five percent (5%) of the Net Settlement Amount plus the \$3,750.00 payable to the Settlement Class members as the PAGA Amount shall be designated as the “Wage Statement/PAGA Amount.” Each participating Settlement Class member who was employed by Defendant at any time between May 26, 2019 to the end of the Class Period, shall receive a portion of the Wage Statement/PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
  - ii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time after May 26, 2017.
  - iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards,

less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: 80% as penalties and interest; and 20% as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Settlement Class member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the State Controller to be deposited in the Unclaimed Property Fund for the benefit of the Settlement Class member whose check was not cashed.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$56,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for her time and risk in prosecuting this case, and her service to the Settlement Class. This payment will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Maria C. Hernandez as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Notice of Estimated Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format reasonably satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of the information provided for in Paragraph 9(A), the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii)

update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion Form not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment

thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time from May 26, 2019, through the date of preliminary approval of this Settlement and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all claims for civil penalties under the PAGA that were or could have been alleged based on the claims, causes of action or legal theories of relief pled in the SAC, whether they submit a valid and timely Request for Exclusion or not.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- F. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator

and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Tristan A. Mullis, Pettit Kohn Ingrassia Lutz & Dolin PC, 5901 W. Century Blvd., Suite 1100, Los Angeles, California 90045;  
tmullis@pettitkohn.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245;  
phaines@haineslawgroup.com.

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Cooperation.** The Parties agree to work cooperatively and in good faith to execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement, and the Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED:

Cold Steel, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATED: May 14, 2021

Maria C. Hernandez

By:  \_\_\_\_\_  
Maria C. Hernandez (May 14, 2021 18:12 PDT)  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

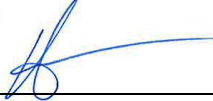
DATED:

PETITT KOHN INGRASSIA LUTZ & DOLIN PC

By: \_\_\_\_\_  
Tristan A. Mullis  
Rachel E. Albert  
Attorneys for Defendant

DATED: May 17, 2021

HAINES LAW GROUP, APC

By:   \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Cooperation.** The Parties agree to work cooperatively and in good faith to execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement, and the Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED:

Cold Steel, Inc.

By:   
Name: ALEX CASTRO  
Title: CFO

DATED:

Maria C. Hernandez

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 6/8/2021

PETITT KOHN INGRASSIA LUTZ & DOLIN PC

By:   
Tristan A. Mullis  
Rachel E. Albert  
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff

# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARIA C. HERNANDEZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

COLD STEEL, INC., a California Corporation; and  
DOES 1 through 100,

Defendants.

Case No. 56-2020-00545301-CU-OE-VTA

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who are or were employed by Cold Steel, Inc., in the State of California during the time period of May 26, 2016 through <<PRELIM APPROVAL DATE>> ("Class Period").

**PLEASE READ CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT  
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH**

***Why should you read this Notice?***

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Maria C. Hernandez v. Cold Steel, Inc.*, Ventura County Superior Court Case No. 30-2020-00545301-CU-OE-VTA (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Cold Steel, Inc.'s ("Cold Steel") records show that you were employed at Cold Steel as a non-exempt employee in California between May 26, 2016 and <<PRELIM APPROVAL DATE>> (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Maria C. Hernandez ("Plaintiff") brought this Action against Cold Steel on a class and representative action basis on behalf of a class of non-exempt employees within the State of California who are or were employed by Cold Steel from May 26, 2016 through <<PRELIM APPROVAL DATE>>. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiff alleges that Cold Steel failed to pay Settlement Class members all minimum and overtime wages owed, failed to provide all meal periods in accordance with California law, failed to authorize and permit all rest periods in accordance with California law, failed to timely pay all wages owed upon separation of employment, and failed to furnish accurate and itemized wage statements to Settlement Class members. As a result of the foregoing alleged violations, Plaintiff alleges that Cold Steel engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA").

Cold Steel denies Plaintiff's claims and denies that it has violated any laws or done anything wrong. Cold Steel also

denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Cold Steel, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Cold Steel has agreed to settle the Action on the terms summarized in this Notice. After Class Counsel had the opportunity to review certain relevant information, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Cold Steel, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

**If you are still employed by Cold Steel, your decision about whether to participate in the Settlement will not affect your employment.** California law and Cold Steel's policy strictly prohibit unlawful retaliation. Cold Steel will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for Plaintiff/Settlement Class:<br><br><b>HAINES LAW GROUP, APC</b><br>Paul K. Haines<br>phaines@haineslawgroup.com<br>Sean M. Blakely<br>sblakely@haineslawgroup.com<br>Alexandra R. McIntosh<br>amcintosh@haineslawgroup.com<br>2155 Campus Drive, Suite 180<br>El Segundo, California 90245<br>Tel: (424) 292-2350<br>Fax: (424) 292-2355<br>haineslawgroup.com | Attorneys for Cold Steel:<br><br><b>Pettit Kohn Ingrassia Lutz &amp; Dolin PC</b><br>Tristan A. Mullis<br>tmullis@pettitkohn<br>Rachel E. Albert<br>ralbert@pettitkohn<br>5901 W. Century Blvd., Suite 1100<br>Los Angeles, CA 90045<br>Tel: (310) 649-5772<br>Fax: (310) 649-5777<br>pettitkohn.com |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who are or were employed by Cold Steel in the State of California from May 26, 2016 through <<PRELIM APPROVAL DATE>>. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Cold Steel as described below.

Cold Steel has agreed to pay \$170,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel's attorneys' fees and expenses, settlement administration costs, payment to the Labor & Workforce Development Agency ("LWDA") for its share of civil penalties under the PAGA, and the Class Representative enhancement payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement 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. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of

the Gross Settlement Amount, which is currently estimated at \$56,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties request setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$5,000.00 to compensate her for her service and extra work provided on behalf of the Settlement Class.

PAGA Payment to State of California. The parties have agreed to allocate \$15,000.00 towards the Settlement of the PAGA claims in the Action. \$11,250.00 will be paid to the State of California Labor & Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$3,750.00 will be allocated to Settlement Class members as described below.

Calculation of Individual Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion from the Settlement. The Net Settlement Amount is estimated at approximately \$67,083.33, and will be divided as follows:

- (i) Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount” and will be allocated in equal amounts to all participating Settlement Class members whose employment with Cold Steel ended at any time between May 26, 2017 through <<PRELIM APPROVAL DATE>>.
- (ii) Wage Statement/PAGA Amount: Five Percent (5%) of the Net Settlement Amount plus the \$3,750.00 payable to the Settlement Class members as the PAGA Amount shall be designated as the “Wage Statement/PAGA Amount.” Each participating Settlement Class member who was employed by Cold Steel at any time from May 26, 2019 to <<PRELIM APPROVAL DATE>> shall receive a portion of the Wage Statement/PAGA Amount proportionate to the number of workweeks that he or she worked during the time period of May 26, 2019 to <<PRELIM APPROVAL DATE>>.
- (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

Payments to Settlement Class members. If the Court grants final approval of the Settlement, individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion from the Settlement. Settlement checks will be valid for 180 days. Any checks that were not cashed within 180 days will escheat to the California State Controller Unclaimed Property Fund in the name of the Settlement Class member.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 20% as “wages,” for which an IRS Form W-2 will be issued; and 80% as “penalties” and “interest” for which an IRS Form 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the individual Settlement Awards. The Settlement Administrator, Cold Steel and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who does not opt-out will release and discharge Cold Steel and their respective past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively, the “Released Parties”) from any and all claims that were pled in the Action, or which could have been pled in the Action based on the factual allegations in the Action, that arose during the Class Period, including meal period violations, rest period violations, unpaid wages, including minimum wages, overtime and double time wages, wage statement violations, waiting time penalties, unfair business practices, and claims under the PAGA. This release shall run from May 26, 2016 through <<PRELIM APPROVAL DATE>>.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked between May 26, 2019 and <<PRELIM APPROVAL DATE>>, and whether you separated employment with Cold Steel at any point from May 26, 2017 through <<PRELIM APPROVAL DATE>>, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked between May 26, 2019 and <<PRELIM APPROVAL DATE>>, and whether you separated employment with Cold Steel at any point from May 26, 2017 through <<PRELIM APPROVAL DATE>>, as stated in the accompanying Notice of Estimated Settlement Award. The information contained in Cold Steel’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. All objections and correspondence must be sent directly to the Settlement

Administrator, please do not send objections or correspondence to the Court. Any objections will be provided to the Court by Plaintiff in connection with the Final Approval Hearing. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 41 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Maria C. Hernandez v. Cold Steel, Inc.*, Ventura County Superior Court Case No. 56-2020-00545301-CU-OE-VTA.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 41 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Class Representative enhancement payment. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

**If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.XXX>).**

#### ***How can I get additional information?***

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Ventura County Superior Court, located at 800 S. Victoria Ave., Ventura, California 93009, during regular court hours. You may also visit the Ventura County Superior Court website at [www.ventura.courts.ca.gov](http://www.ventura.courts.ca.gov) to inspect the Court's files by going to the "Online Services" tab, selecting "Case Inquiry," and then selecting "Civil & Probate Database," and entering the case number information. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE TO THE COURT, COLD STEEL, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

#### ***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

# EXHIBIT B

## **NOTICE OF ESTIMATED SETTLEMENT AWARD**

**MARIA C. HERNANDEZ V. COLD STEEL, INC.**  
**VENTURA COUNTY SUPERIOR COURT CASE NO. 56-2020-00545301-CU-OE-VTA**

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(III) Information Used to Calculate Your Settlement Award:**

According to Cold Steel, Inc.'s ("Cold Steel") records:

- (a) You worked [ ] Workweeks between May 26, 2016 and <<PRELIM APPROVAL DATE>> (Class Period);
- (b) You worked [ ] Workweeks between May 26, 2019 and <<PRELIM APPROVAL DATE>> (the Wage Statement/PAGA Period);
- (c) Your employment with Cold Steel <<DID/DID NOT>> end between May 26, 2017 and <<PRELIM APPROVAL DATE>> (the Waiting Time Period).

**Based on the above, your Settlement Award is estimated at \$ [ ].**

**(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Cold Steel's records, those records will control unless you are able to provide documentation that establishes that Cold Steel's records are mistaken. If there is a dispute about whether Cold Steel's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED  
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT C

## **REQUEST FOR EXCLUSION FORM**

*Maria C. Hernandez v. Cold Steel, Inc.*  
Ventura County Superior Court  
Case No.: 56-2020-00545301-CU-OE-VTA

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE**, **SIGN** AND **MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

ILYM GROUP, INC.  
*MARIA C. HERNANDEZ V. COLD STEEL, INC.*  
SETTLEMENT ADMINISTRATOR

ADDRESS  
ADDRESS  
PHONE  
FAX

**DO NOT** SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Maria C. Hernandez v. Cold Steel, Inc.*, Ventura County Superior Court Case No. 56-2020-00545301-CU-OE-VTA.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MARIA C. HERNANDEZ V. COLD STEEL, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

---

Name

---

Telephone Number

---

Address

---

Date

---

Signature

Last Four Digits of Social Security Number: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

# **EXHIBIT 2**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

April 23, 2020

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Maria C. Hernandez v. Cold Steel, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Maria C. Hernandez (“Ms. Hernandez”) in claims arising from her employment with Cold Steel, Inc.; and Does 1 through 100 (collectively “Cold Steel”). Ms. Hernandez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Cold Steel’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Cold Steel’s non-exempt employees who worked for Cold Steel in California during the one year immediately preceding the date of this letter through the present.

Cold Steel has employed Ms. Hernandez as a non-exempt “Assembler” since approximately April 15, 2015, at Cold Steel’s facility in Ventura, California. Ms. Hernandez suffered a work-related injury in or about September 2019 and has been on medical leave since December 2019. Beginning in 2019, Cold Steel scheduled Ms. Hernandez to work Monday through Friday from 7:00 a.m. to 4:00 p.m., although Ms. Hernandez regularly worked beyond her scheduled hours.

During Ms. Hernandez’s employment, Cold Steel implemented timekeeping policies and/or practices that systematically deprived Ms. Hernandez and other aggrieved employees of all hours actually worked. Specifically, Ms. Hernandez and other aggrieved employees clocked in and out at the start and end of their respective shifts using a timecard. Cold Steel required Ms. Hernandez and other aggrieved employees to be at their assigned workstation at the scheduled start of their shift. In order to comply with Cold Steel’s policy and/or practice of requiring employees to be at their assigned workstation at the scheduled start of their shift, Ms. Hernandez and other aggrieved employees regularly clocked in several minutes prior to the start of their scheduled shift. Although Cold Steel’s timekeeping system recorded Ms. Hernandez and other aggrieved employees’ hours worked to the minute, Cold Steel rounded Ms. Hernandez and other aggrieved employees’ timekeeping entries in an uneven manner to quarter-of-an-hour

increments so that, over a period of time, they were deprived of all minimum and overtime wages. Cold Steel's timekeeping policies and/or practices regularly, systematically, and impermissibly rounded the hours worked by Ms. Hernandez and other aggrieved employees in Cold Steel's favor resulting, over a period of time, in the failure to compensate Ms. Hernandez and other aggrieved employees for all hours worked. As a result, Ms. Hernandez and other aggrieved employees were not compensated for all minimum and overtime wages.

During Ms. Hernandez's employment with Cold Steel, Ms. Hernandez was not provided with all required meal periods due to Cold Steel's meal period policies/practices, which fail to provide a timely first meal period (commencing before the conclusion of the fifth hour of work), and a second meal period on shifts in excess of 10.0 hours. Specifically, due to work demands imposed by Cold Steel, Ms. Hernandez and other aggrieved employees often began their first meal period after the conclusion of the fifth hour of work. Further, Cold Steel failed to provide Ms. Hernandez and other aggrieved employees with a second meal period for shifts worked in excess of 10.0 hours. On those occasions when Ms. Hernandez and other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Cold Steel failed to compensate Ms. Hernandez and other aggrieved employees the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Cold Steel maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their non-exempt employees.

Cold Steel also failed to authorize and permit Ms. Hernandez and other aggrieved employees to take all required rest periods. Specifically, Cold Steel failed to authorize and permit Ms. Hernandez and other aggrieved employees to take a third rest period during shifts in excess of 10.0 hours. On those occasions when Ms. Hernandez and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Cold Steel failed to compensate Ms. Hernandez and other aggrieved employees with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Cold Steel maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to its non-exempt employees.

As a result of Cold Steel's failure to pay all minimum and overtime wages, as well as all meal and rest period premiums, Cold Steel maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Hernandez and other aggrieved employees.

As described above, Cold Steel committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

### Overtime Wage Violations

Cold Steel was required to pay Ms. Hernandez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Cold Steel caused Ms. Hernandez and other aggrieved employees to work overtime hours, but did not compensate employees at one and one-half times their respective regular rates of pay for such hours. As a result of these policies/practices, Ms. Hernandez and other aggrieved employees were not compensated for all overtime wages.

### Minimum Wage Violations

Cold Steel was required to pay Ms. Hernandez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194; 1194.2, 1197; Wage Order 1, § 4. As alleged above, Cold Steel failed to conform its pay practices to the requirements of the law by failing to pay Ms. Hernandez and other aggrieved employees for all hours actually worked including, but not limited to, all hours they were subject to the control of Cold Steel and/or suffered or permitted to work under the California Labor Code and Wage Order. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Hernandez and other aggrieved employees were deprived of all required minimum wages.

### Meal Period Violations

As alleged above, Cold Steel failed to provide Ms. Hernandez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Hernandez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

#### Rest Period Violations

As alleged above, Cold Steel also failed to authorize and permit Ms. Hernandez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Hernandez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

#### Wage Statement Violations

Cold Steel was required to furnish Ms. Hernandez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Cold Steel’s failure to pay all minimum and overtime wages, and failure to pay all required meal and rest period premium wages, Cold Steel maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Hernandez and other aggrieved employees in violation of Labor Code § 226. Cold Steel’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Hernandez and other aggrieved employees have suffered injury as a result.

As an “aggrieved employee,” Ms. Hernandez will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Hernandez’s own investigation, and on information and belief, Cold Steel committed and continues to commit the following Labor Code violations:

- a. Cold Steel violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Hernandez and other aggrieved employees all overtime compensation earned;
- b. Cold Steel violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Hernandez and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Cold Steel violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Hernandez and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;

- d. Cold Steel violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Hernandez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Hernandez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Cold Steel violated Labor Code § 226 by failing to furnish Ms. Hernandez and other aggrieved employees with complete and accurate, itemized wage statements;
- f. Cold Steel violated Labor Code § 204 by failing to pay Ms. Hernandez and other aggrieved employees all wages earned at least twice during each calendar month; and
- g. Cold Steel violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Hernandez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Cold Steel if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC



Paul K. Haines

cc: Cold Steel, Inc. (via certified mail)

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

COLD STEEL, INC.  
C/O GLENN DICKINSON  
760 PASEO CAMARILLO, STE. 300  
CAMARILLO, CA 93010



9590 9402 5816 0034 9281 78

## 2. Article Number (Transfer from service label)

7019 2970 0000 0586 2420

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

1 Mail  
1 Mail Restricted Delivery  
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Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
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PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7019 2970 0000 0586 2420



**From:** [noreply@salesforce.com](mailto:noreply@salesforce.com) on behalf of [LWDA DO NOT REPLY](#)  
**To:** [Aaron Clark](#)  
**Subject:** Thank you for submission of your PAGA Case.  
**Date:** Friday, April 24, 2020 12:08:52 PM

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4/24/2020

LWDA Case No. LWDA-CM-784405-20  
Law Firm : Haines Law Group, APC  
Plaintiff Name : Maria C. Hernandez  
Employer: Cold Steel, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 3**

**HAINES LAW GROUP, APC**  
Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
Sean M. Blakely (SBN 264384)  
sblakely@haineslawgroup.com  
Alexandra R. McIntosh (SBN 320904)  
amcintosh@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF VENTURA**

MARIA C. HERNANDEZ, as an individual,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

COLD STEEL, INC., a California corporation;  
and DOES 1 through 100,

Defendants.

Case No. 56-2020-00545301-CU-OE-VTA

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

- (1) FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512,  
558);**
- (4) REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 558);**
- (5) WAGE STATEMENT  
VIOLATIONS (LABOR CODE §  
226, *et seq.*);**
- (6) UNFAIR COMPETITION (BUS. &  
PROF. CODE § 17200 *et seq.*);**
- (7) CIVIL PENALTIES UNDER  
THE PRIVATE ATTORNEYS  
GENERAL ACT (LABOR  
CODE § 2698 *et seq.*); And**
- (8) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Maria C. Hernandez (“Plaintiff”), on behalf of herself and all others similarly  
2 situated, hereby brings this Second Amended Class and Representative Action Complaint  
3 (“Complaint”) against Defendants Cold Steel, Inc., a California corporation, and DOES 1 to 100,  
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

### 5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this  
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions  
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,  
9 1194.2, 1197, 1198 and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 1  
10 (“Wage Order 1”), in addition to seeking injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.  
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits  
13 of the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,  
15 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail  
16 themselves to the California market so as to render the exercise of jurisdiction over them by the  
17 California courts consistent with the traditional notions of fair play and substantial justice.

### 18 **VENUE**

19 4. Venue as to each Defendant is proper in this judicial district pursuant to California  
20 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions  
21 complained of hereon occurred in the County of Ventura. Defendants own, maintain offices,  
22 transact business, have agent(s) within the County of Ventura, and/or otherwise are found within  
23 the County of Ventura, and Defendants are within the jurisdiction of this Court for purposes of  
24 service of process.

### 25 **PARTIES**

26 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
27 Plaintiff was and currently is, a California resident. During the four years immediately preceding  
28 the filing of the Complaint in this action and within the statute of limitations periods applicable

1 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
2 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of  
3 herein, lost money and/or property, and has been deprived of the rights guaranteed by California  
4 Business & Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512,  
5 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*; and Wage Order 1, which sets  
6 employment standards for the "Manufacturing Industry."

7         6. Plaintiff is informed and believes, and based thereon alleges, that during the four  
8 years preceding the filing of the Complaint and continuing to the present, Defendants did (and  
9 continue to do) business as a manufacturer of knives, swords, cutlery, and other tools. Defendants  
10 employed Plaintiff in Los Angeles County and the state of California and, therefore, were (and  
11 are) doing business in Los Angeles County and the State of California.

12         7. Plaintiff does not know the true names, identities and capacities, whether  
13 individual, corporate, associate or otherwise, of Defendants Does 1 through 100, inclusive, and  
14 for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave  
15 from this Court to amend this Complaint when such true names and capacities are discovered.  
16 Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious  
17 defendants, whether individual, partners, or corporate, were responsible in some manner for the  
18 acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined  
19 in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries and  
20 damages complained of herein.

21         8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
22 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

23         9. At all times herein mentioned, each of said Defendants participated in the doing  
24 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the  
25 Defendants, and each of them, were the agents, servants, and employees of each and every one of  
26 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
27 were acting within the course and scope of said agency and employment. Defendants, and each  
28 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or

omissions complained of herein.

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Plaintiff further alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

### **GENERAL FACTUAL ALLEGATIONS**

11. Defendants employed Plaintiff as a non-exempt “Assembler” from approximately April 15, 2015 to January 2021 at Defendants’ facility in Ventura, California. . Beginning in 2019, Defendants scheduled Plaintiff to work Monday through Friday from 7:00 a.m. to 4:00 p.m., although Plaintiff regularly worked beyond her scheduled hours.

12. During Plaintiff’s employment, Defendants implemented timekeeping policies and/or practices that systematically deprived Plaintiff and other non-exempt employees of all hours actually worked. Specifically, Plaintiff and other non-exempt employees clocked in and out at the start and end of their respective shift using a timecard. Defendants required Plaintiff and other non-exempt employees to be at their assigned workstation at the scheduled start of their shift. In order to comply with Defendants’ policy and/or practice of requiring employees to be at their assigned workstation at the scheduled start of their shift, Plaintiff and other non-exempt employees regularly clocked in several minutes prior to the start of their scheduled shift. Although Defendants’ timekeeping system recorded Plaintiff and other non-exempt employees’ hours worked to the minute, Defendants rounded Plaintiff and other non-exempt employees’ timekeeping entries in an uneven manner to quarter of an hour increments so that, over a period of time, they were deprived of all minimum and overtime wages. Defendants’ timekeeping policies and/or practices regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and other non-exempt employees in Defendants’ favor resulting, over a period of time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt employees were not compensated for all minimum and overtime wages.

1           13.     During Plaintiff's employment with Defendants, Plaintiff was not provided with  
2 all required meal periods due to Defendants' meal period policies/practices, which fail to provide  
3 a timely first meal period (commencing before the conclusion of the fifth hour of work), and a  
4 second meal period on shifts in excess of 10.0 hours. Specifically, due to work demands imposed  
5 by Defendants, Plaintiff and other non-exempt employees often began their first meal period after  
6 the conclusion of the fifth hour of work. Further, Defendants failed to provide Plaintiff and other  
7 non-exempt employees with a second meal period for shifts worked in excess of 10.0 hours. On  
8 those occasions when Plaintiff was not provided with all legally compliant meal periods to which  
9 she was entitled, Defendants failed to compensate Plaintiff the required meal period premium(s)  
10 for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon  
11 information and belief, during at least a portion of the putative class period, Defendants  
12 maintained no mechanism for the payment of meal period premium payments as required by  
13 Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their  
14 non-exempt employees.

15           14.     Defendants also failed to authorize and permit Plaintiff and other non-exempt  
16 employees to take all required rest periods. Specifically, Defendants failed to authorize and permit  
17 Plaintiff and other non-exempt employees to take a third rest period during shifts in excess of  
18 10.0 hours. On those occasions when Plaintiff was not authorized and permitted to take all legally  
19 compliant rest periods to which she was entitled, Defendants failed to compensate Plaintiff with  
20 the required rest period premium(s) for each workday there was a rest period violation as  
21 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no  
22 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7,  
23 in the event that a legally compliant rest period was not authorized and permitted to their non-  
24 exempt employees.

25           15.     As a result of Defendants' failure to pay all minimum and overtime wages, as well  
26 as all meal and rest period premiums, Defendants maintained inaccurate payroll records and  
27 issued inaccurate wage statements to Plaintiff and other non-exempt employees. Defendants have  
28 also failed to timely pay Plaintiff and other non-exempt employees all final wages owed at the

time of separation from employment.

### **CLASS ACTION ALLEGATIONS**

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

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked in excess of 8.0 hours in a workday and/or in excess of 40.0 hours in a workweek, and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes commencing prior to the end of the fifth hour of work as reflected from their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts; and/or (ii) worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes commencing prior to the end of the tenth hour of work as reflected from their timekeeping record, and who do not have a corresponding meal period premium payment made for such shifts, during the four years immediately preceding the filing of this action through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- e. The Wage Statement Class consists of all members of the Overtime Class,

Minimum Wage Class, Meal Period Class, and/or Rest Period Class who have received a wage statement, during the one year immediately preceding the filing of this action through the present.

- f. The Waiting Time Class consists of all of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who separated from employment with Defendants during the three years immediately preceding the filing of this action through the present

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Class Members number greater than one hundred (100) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' records.

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

- i. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194, by requiring overtime work and not paying Plaintiff and members of the Overtime Class for said work according to the overtime laws of the State of California;
- ii. Whether Defendants' policies and/or practices compensated Plaintiff and members of the Minimum Wage Class for all hours actually worked;
- iii. Whether Defendants provided all legally compliant meal periods to Plaintiff and members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to Plaintiff and members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants furnished legally compliant wage statements to Plaintiff and

members of the Wage Statement Class pursuant to Labor Code § 226; and

- vi. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their respective separations from employment were lawful.

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

20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Defendants employed Plaintiff as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, did not receive minimum and overtime wages for all hours worked, did not receive all meal periods, was not authorized and permitted to take all rest periods, and did not receive complete and accurate, itemized wage statements, and/or the timing and amount of payment of final wages.

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

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to

1 take advantage of superior economic and bargaining power in setting onerous terms and  
2 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
3 and members of the Classes make the class action format a particularly efficient and appropriate  
4 procedure to redress the violations alleged herein. If each employee was required to file an  
5 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
6 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with  
7 their vastly superior financial and legal resources. Moreover, requiring each member of the  
8 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
9 employees who would be disinclined to file an action against their former and/or current employer  
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
11 employment. Further, the prosecution of separate actions by the individual class members, even  
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
13 with respect to the individual class members against Defendants herein; and which would  
14 establish potentially incompatible standards of conduct for Defendants; and/or legal  
15 determinations with respect to individual class members which would, as a practical matter, be  
16 dispositive of the interest of the other class members not parties to adjudications or which would  
17 substantially impair or impede the ability of the class members to protect their interests. Further,  
18 the claims of the individual members of the class are not sufficiently large to warrant vigorous  
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

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

24 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,  
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all  
26 overtime hours worked, and provide a private right of action for the failure to pay all overtime  
27 compensation for overtime work performed.

28 25. At all relevant times, Defendants have been required to properly compensate non-

1 exempt employees, including Plaintiff, for all overtime hours worked pursuant to California Labor  
2 Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee  
3 “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours  
4 per work day and/or in excess of 40 hours of work in a workweek. Defendants caused Plaintiff  
5 and members of the Overtime Class to work overtime hours, but did not compensate employees  
6 at one and one-half times their respective regular rates of pay for such hours.

7         26. The foregoing policies and practices are unlawful and create entitlement to  
8 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount  
9 of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and  
10 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, and Code of  
11 Civil Procedure § 1021.5.

12                                 **SECOND CAUSE OF ACTION**

13                                 **MINIMUM WAGE VIOLATIONS**

14                                 **(AGAINST ALL DEFENDANTS)**

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

16         28. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the  
17 right of employees to be paid minimum wages for all hours worked in amounts set by state law.  
18 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal  
19 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with  
20 attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
21 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform  
22 their pay practices to the requirements of the law by failing to pay Plaintiff and members of the  
23 Minimum Wage Class for all hours actually worked including, but not limited to, all hours they  
24 were subject to the control of Defendants and/or suffered or permitted to work under the  
25 California Labor Code and Wage Order 1.

26         29. California Labor Code § 1198 makes unlawful the employment of an employee  
27 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide  
28 that an employer who has failed to pay its employees the legal minimum wage is liable to pay

1 those employees the balance of the unpaid wages as well as liquidated damages in an amount  
2 equal to the wages due and interest thereon.

3 30. As a direct and proximate result of Defendants' unlawful conduct as alleged  
4 herein, Plaintiff and members of the Minimum Wage Class have sustained economic damages,  
5 including but not limited to, unpaid wages and lost interest in an amount to be established at trial,  
6 and they are entitled to recover economic and statutory damages and penalties and other  
7 appropriate relief as a result of Defendants' violations of the California Labor Code and Wage  
8 Order 1.

9 31. Defendants' practice and uniform administration of corporate policy regarding  
10 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and  
11 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,  
12 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs  
13 of suit according to California Labor Code §§ 204, 558, 1194, 1194.2, 1197, 1198, and Code of  
14 Civil Procedure § 1021.5.

15 **THIRD CAUSE OF ACTION**

16 **MEAL PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 failed in their affirmative obligation to provide all of their non-exempt employees in California,  
21 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods  
22 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite  
23 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members  
24 of the Meal Period Class at their respective regular rates of compensation, in accordance with  
25 California Labor Code §§ 204, 210, 226.7, and 512.

26 34. As a result, Defendants are responsible for paying premium compensation for meal  
27 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest  
28 thereon, statutory penalties, civil penalties, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 36. Wage Order 1, § 12, and California Labor Code §§ 226.7 and 516 establish the  
6 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)  
7 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

8 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and all  
9 members of the Rest Period Class from taking all required rest periods as non-exempt employees.  
10 Defendants also failed to compensate Plaintiff and members of the Rest Period Class for each rest  
11 period to which they were entitled while working.

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

16 **FIFTH CAUSE OF ACTION**

17 **WAGE STATEMENT VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

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

20 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff  
22 and members of the Wage Statement Class with complete and accurate, itemized wage statements  
23 that included, among other requirements, all applicable hourly rates in effect during the pay period  
24 along with the corresponding number of hours worked at each hourly rate, and all wages earned  
25 during the pay period, and all in violation of Labor Code §226(a).

26 41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
27 with complete and accurate, itemized wage statements resulted in actual injury, as said failures  
28 led to, among other things, the non-payment of all their minimum and overtime wages, and meal

1 and rest period premium wages, and deprived them of the information necessary to identify the  
2 discrepancies in Defendants' reported data.

3 42. Defendants' failures create an entitlement to Plaintiff and members of the Wage  
4 Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226,  
5 including statutory penalties, reasonable attorneys' fees, and costs, pursuant to Labor Code § 226  
6 *et seq.*

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

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

11 44. Defendants have engaged and continue to engage in unfair and/or unlawful  
12 business practices in California in violation of California Business and Professions Code § 17200  
13 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (b)  
14 failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (c) failing  
15 to provide Plaintiff and members of the Meal Period Class with all meal periods to which they  
16 are entitled, and/or failing to pay them meal period premium payments in lieu thereof; (d) failing  
17 to authorize and permit all required rest periods to Plaintiff and members of the Rest Period Class,  
18 and/or failing to pay them rest period premiums payments in lieu thereof; (e) knowingly failing  
19 to furnish Plaintiff and members of the Wage Statement Class with complete and accurate,  
20 itemized wage statements in violation of Labor Code § 226; and (f) failing to pay all final wages  
21 owed to members of the Waiting Time Class.

22 45. Defendants' utilization of these unfair and/or unlawful business practices deprived  
23 Plaintiff of compensation to which she is legally entitled, constitutes unfair and/or unlawful  
24 competition, and provides an unfair advantage over Defendants' competitors who have been  
25 and/or are currently employing workers and attempting to do so in honest compliance with  
26 applicable wage and hour laws.

27 46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
28 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

47. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

48. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests, to obtain restitution, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

### **SEVENTH CAUSE OF ACTION**

#### **PRIVATE ATTORNEYS GENERAL ACT**

#### **(AGAINST ALL DEFENDANTS)**

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

50. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide all legally required meal periods, and failing to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit all legally required rest periods, and failing to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

51. On April 24, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 50 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

1           52.     Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved  
2 Employees, as defined by Labor Code § 2699(c), which includes all current and former non-  
3 exempt employees who worked for Defendants in California between April 24, 2019, and the  
4 present.

5           53.     Plaintiff was compelled to retain the services of counsel to file this court action to  
6 protect her interests and the interests of other aggrieved employees, and to assess and collect the  
7 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which  
8 she is entitled to receive under California Labor Code § 2699(g).

9                               **EIGHTH CAUSE OF ACTION**

10                              **WAITING TIME PENALTIES**

11                              **(AGAINST ALL DEFENDANTS)**

12           54.     Plaintiff re-alleges and incorporates by reference all prior paragraphs as though  
13 fully set forth herein.

14           55.     This cause of action is brought pursuant to Labor Code sections 201-203, which  
15 require an employer to pay all wages immediately at the time of termination of employment in  
16 the event the employer discharges the employee or the employee provides at least 72 hours of  
17 notice of his or her intent to quit. In the event the employee provides less than 72 hours of notice  
18 of his or her intent to quit, said employee's wages become due and payable not later than 72 hours  
19 upon said employee's last date of employment.

20           56.     Defendants failed to timely pay Plaintiff all of her final wages at the time of his  
21 separation from employment, which include (among other things) underpaid overtime and  
22 minimum wages, and meal and rest period premium wages. Further, Plaintiff is informed and  
23 believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants  
24 continue to fail to pay members of the Waiting Time Class all earned wages at the end of their  
25 employment in a timely manner pursuant to the requirements of Labor Code sections 201-203.  
26 Defendants' failure to pay all final wages was willful within the meaning of Labor Code section  
27 203.

28           57.     Defendants' willful failure to timely pay Plaintiff and the members of the Waiting

1 Time Class their earned wages upon separation from employment results in a continued payment  
2 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and  
3 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code section  
4 203, plus reasonable attorneys' fees and costs of suit.

5 **PRAYER**

6 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf  
7 this suit is brought against Defendants, as follows:

- 8 1. For an order certifying the proposed Classes;
- 9 2. For an order appointing Plaintiff as representative of the Classes;
- 10 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 11 4. Upon the First Cause of Action, for compensatory, consequential, general, and  
12 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 13 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated  
14 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and  
15 1197;
- 16 6. Upon the Third Cause of Action, for compensatory, consequential, general and  
17 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 18 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and  
19 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 20 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant  
21 to Labor Code § 226;
- 22 9. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or  
23 property unlawfully acquired by Defendants by means of any acts or practices declared by this  
24 Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 25 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other  
26 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
27 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
28 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional

1 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the  
2 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
3 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
4 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per  
5 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent  
6 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
7 each initial violation and \$200 for each subsequent violation per employee per pay period for  
8 those violations of the Labor Code for which no civil penalty is specifically provided, based on  
9 the Labor Code violations identified in Paragraph 50 (a)-(g);

10 11. Upon the Eighth Cause of Action for statutory waiting time penalties pursuant to  
11 Labor Code section 203;

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

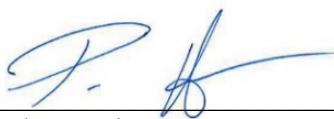
14 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code  
15 §§ 226, 1194, and 2699(g); Code of Civil Procedure § 1021.5, and all other applicable statutes;  
16 and

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

18 Dated: June 24, 2021

Respectfully submitted,  
HAINES LAW GROUP, APC

19  
20 By:

  
\_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiff

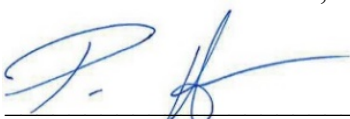
21  
22 **DEMAND FOR JURY TRIAL**

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

24  
25 Dated: June 24, 2021

Respectfully submitted,  
HAINES LAW GROUP, APC

26  
27 By:

  
\_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiff