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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GREGORY SCHAEFER, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

DENSO PRODUCTS AND SERVICES
AMERICAS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV00685

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Gregory
Schaefer); and [Proposed] Order filed
concurrently herewith]

Date: September 25, 2020
Time: 10:00 a.m.
Department: SSC6

Complaint Filed: January 10, 2019
FAC Filed: August 13, 2020
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Gregory Schaefer. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by

1 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
2 depositions, and prepared dozens of expert witnesses for deposition or trial.

3 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
4 exclusively focused on the prosecution of consumer and employment class actions, involving
5 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
6 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
7 in both state and federal courts in the State of California. Our firm has successfully litigated cases
8 involving the executive, administrative, and other overtime exemptions to the State of California
9 and federal overtime compensation requirements. During this relatively short time, in association
10 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
11 in California.

12 **EXAMPLES OF CLASS ACTION RESULTS**

13 7. What follows are just a few examples of the type of results we have achieved on
14 behalf of our clients:

15 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a major property management company involving
17 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
18 granted final approval of the class and representative action settlement. The Los Angeles County
19 Superior Court Case Number is BC400414.

20 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a national retailer involving allegations of misclassification of the
22 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
23 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

24 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class and representative action against a national property management company
26 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
27 the court granted final approval of the class and representative action settlement. The Los Angeles
28 County Superior Court Case Number is BC430918.

1 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a national retailer involving allegations of misclassification of the
3 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a bank, involving allegations of misclassification
8 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
9 of the class and representative action settlement. The Kern County Superior Court Case Number
10 is S-1500-CV-273194-LHB.

11 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a national wholesale distributor of plumbing and
13 builder supplies, involving allegations of misclassification of multiple salaried “manager”
14 positions. On May 22, 2014, the court granted final approval of the class and representative action
15 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

16 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class action involving allegations of misclassification of the “Operations Manager”
18 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
19 Los Angeles County Superior Court Case Number is BC478769.

20 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class and representative action against a national retailer of household items, on behalf
22 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
23 the class and representative action settlement. The San Francisco County Superior Court Case
24 Number is CGC-13-532344.

25 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class action involving allegations of misclassification of the salaried residential
27 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
28 class certification. The Los Angeles County Superior Court Case Number is BC474784.

1 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national retailer of upscale hardware and home
3 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
4 approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP4794.

6 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and representative action against a national retailer of apparel and fashion
8 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
9 approval of the class and representative action settlement. The Los Angeles County Superior
10 Court Case Number is BC488069.

11 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
15 Alameda County Superior Court Case Number is RG13680477.

16 m) Our firm represented the plaintiff in a representative action under the Private
17 Attorneys General Act, against a real estate and property management company, on behalf of non-
18 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
19 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

20 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
22 November 18, 2016, the court granted final approval of the class action settlement. The San
23 Francisco County Superior Court Case Number is CJC-13-004839.

24 o) Our firm represented the plaintiffs in a wage-and-hour class and
25 representative action against a foodservice distributor, on behalf of non-exempt employees. On
26 January 26, 2017, the court granted final approval of the class and representative action settlement.
27 The San Bernardino County Superior Court Case Number is CIVDS1507260.
28

1 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
2 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
3 employer's motion to compel arbitration, which resulted in a published opinion by the California
4 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
5 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
6 Court Docket No. 17-254).

7 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a consumer packaging company, on behalf of non-
9 exempt employees. On March 10, 2017, the court granted final approval of the class and
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC590429.

12 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class action and representative action against a manufacturer of food service industry
14 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
15 of the class and representative action settlement. The Orange County Superior Court Case Number
16 is 30-2015-00810013-CU-OE-CXC.

17 s) Our firm represented the plaintiff in a wage-and-hour class and
18 representative action against a property management company, on behalf of non-exempt
19 employees. On June 14, 2017, the court granted final approval of the class and representative
20 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

21 t) Our firm represented the plaintiffs in a wage-and-hour class action and
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 u) Our firm represented the plaintiffs in a wage-and-hour class action and
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and representative action settlement. The
28 Alameda County Superior Court Case Number is RG15764300.

1 v) Our firm, in association with co-counsel, represented the plaintiff in a wage-
2 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
3 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
4 Superior Court Case Number is VCU264528.

5 w) Our firm represented the plaintiff in a wage-and-hour class action against a
6 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
7 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
8 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
9 JCCP 4886.

10 x) Our firm, in association with other counsel, on behalf of the plaintiff and
11 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
12 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
13 notable decision from the California Supreme Court clarifying the law and finding, in part, that
14 employer arbitration agreements are unenforceable where they block a PAGA claim from
15 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

16 y) Our firm represented the plaintiffs in a wage-and-hour class and
17 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
18 the court granted the plaintiffs' motion for class certification in part and certified a class. The
19 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
20 Coordination Proceeding Number is JCCP 4921.

21 z) Our firm represented the plaintiffs in a wage-and-hour class action and
22 representative action against a manufacturer of plastic containers on behalf of non-exempt
23 employees. On October 31, 2017, the court granted final approval of the class and representative
24 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

25 aa) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class action and representative action against a property management company on behalf
27 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
28 final approval of the class and representative action settlement. The Los Angeles County Superior

1 Court Case Number is JCCP 4819.

2 bb) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
3 and-hour class action and representative action against a global provider of flexible office space
4 solutions. On February 15, 2018, the court entered an order granting final approval of the class
5 and representative action settlement. The Los Angeles County Superior Court Case Number is
6 BC498401.

7 cc) Our firm represented the plaintiffs in a wage-and-hour class and
8 representative action against a behavioral health service provider on behalf of non-exempt
9 employees. On November 13, 2018, the court granted final approval of the class and
10 representative action settlement. The Alameda County Superior Court Case Number is
11 RG16811450.

12 dd) Our firm, in association with co-counsel, represented the plaintiff in a
13 representative action under the Private Attorneys General Act, against a global provider of
14 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
15 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
16 Court Case Number is S-1500-CV-280215-SDC.

17 ee) Our firm represented the plaintiffs in a wage-and-hour class and
18 representative action against a national retailer of apparel and fashion accessories, on behalf of
19 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
20 certification in part and certified a class. The Sacramento County Superior Court Case Number is
21 34-2015-00175330-CU-OE-GDS.

22 ff) Our firm represented the plaintiff in a wage-and-hour class and
23 representative action against a medical equipment supplier on behalf of non-exempt employees.
24 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
25 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

26 gg) Our firm, in association with other counsel, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a large national drug testing
28 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the

1 plaintiff's motion for class certification and certified a class. The San Diego County Superior
2 Court Case Number is 37-2018-00019611-CU-OE-CTL.

3 hh) Our firm represented the plaintiffs in a wage-and-hour class and
4 representative action against a national retailer of sportswear, footwear, and camping equipment
5 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
6 motion for class certification and certified a class. The Riverside County Superior Court Case
7 Number is RICJCCP4930.

8 PRELIMINARY APPROVAL

9 8. Marked and attached hereto as "**EXHIBIT A**" is the Joint Stipulation of Class
10 Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered
11 into by and between Plaintiff Gregory Schaefer ("Plaintiff"), individually and on behalf of all
12 others similarly situated and other aggrieved employees, on the one hand, and Defendant Denso
13 Products and Services Americas, Inc. ("Defendant"), on the other hand (collectively, the
14 "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action
15 Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit 1" and
16 respectfully request that the Court approve it as well.

17 9. Based on information provided by Defendant, as of February 11, 2020, the Class is
18 estimated to consist of approximately three hundred ninety-eight (398) individuals.

19 10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
20 matter has translated into tangible monetary benefits for the Class Members in the following
21 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
22 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
23 favorably with other similar class action settlements of this type given the strengths and
24 weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would
25 have only increased significantly had the case progressed through certification, trial, and/or
26 appeals.

27 ///

28 ///

1 11. Class Counsel has litigated the case since January 10, 2019 and was actively
2 preparing the matter for class certification and trial. The Parties have engaged in extensive
3 settlement negotiations and participated in a formal, full-day mediation conducted by Louis
4 Marlin, Esq., a well-respected mediator experienced in mediating complex labor and employment
5 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class
6 information and engaged in an extensive discussion regarding their evaluations of the case and
7 various aspects of the case, including but not limited to, the risks and delays of further litigation,
8 the risks to the Parties of proceeding with class certification and/or representative adjudication,
9 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
10 wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility
11 of appeals, among other things. During all settlement discussions, the Parties conducted their
12 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
13 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
14 the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to
15 obtain class certification and prevail at trial. After conducting investigations, informal discovery,
16 exchange of information, and extensive settlement negotiations, and with the aid of the mediator's
17 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
18 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
19 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
20 Released Claims of Plaintiff and Settlement Class Members, against the Released Parties.

21 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
22 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
23 Prior to engaging in mediation, Plaintiff conducted significant investigation and informal
24 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
25 analysis of thousands of pages of documents and data obtained from Defendant and other sources.
26 The volume of data and documents that Class Counsel reviewed and analyzed included and was
27 not limited to: employment records of Plaintiff, a detailed sampling of Class Members' time and
28 pay data, multiple iterations of Defendant's Associate Handbook, Employee Handbook, Standard

1 Operating Procedure (including Rest and Meal Periods for Non-Exempt Associates, Wage and
2 Salary, Overtime Pay, Associate Time Record System, Mileage Reimbursement Policy, Travel
3 Policy, and Code of Business Conduct, Dress for the Day Policy), company policy
4 acknowledgements, Employee Uniform/Shoe Safety Agreement, arbitration agreement, internal
5 memoranda, Defendant's operations and employment practices, procedures, and policies, among
6 other information and documents. Counsel for the Parties also met and conferred on numerous
7 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
8 documents and data prior to the mediation. Class Counsel also drafted pleadings and a mediation
9 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
10 among other tasks.

11 13. Counsel for the Parties have also invested time researching and investigating the
12 applicable law, which is constantly evolving as it relates to certification, representative PAGA
13 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
14 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
15 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

16 14. The Settlement provides for a Maximum Settlement Amount of one million seven
17 hundred fifty thousand dollars (\$1,750,000.00). The Net Settlement Amount is the Maximum
18 Settlement Amount less the following amounts subject to approval by the Court: Class Counsel
19 Award to Class Counsel, Service Award to Plaintiff, Settlement Administration Cost to Settlement
20 Administrator, and LWDA Payment to the Labor and Workforce Development Agency
21 ("LWDA"). Assuming that the amounts allocated under the Settlement toward these payments
22 are awarded by the Court, the Net Settlement Amount is currently estimated to be eight hundred
23 seventy thousand dollars (\$870,000). The Maximum Settlement Amount will be fully distributed
24 in accordance with the terms of the Settlement and there is no reversion to Defendant.

25 15. Defendant does not object to Plaintiff's retention of Atticus Administration, LLC
26 ("Atticus" or "Settlement Administrator") to handle the notice and settlement administration. The
27 Parties respectfully request that the Court appoint Atticus to handle these procedures and serve as
28 the Settlement Administrator. Defendant will provide Atticus with a Microsoft Excel spreadsheet

1 that Defendant will compile from its records, which will include each Class Member's full name;
2 employee number, last known address; last known home telephone number; Social Security
3 Number; start and end dates of employment from January 10, 2015 through June 2, 2020; and any
4 additional information needed to calculate the Qualifying Workweeks ("Class Data"), and Atticus
5 will calculate each Settlement Class Member's estimated share of the Net Settlement Amount
6 ("Individual Settlement Payment"). Atticus will also receive requests for exclusion from the
7 Settlement ("Requests for Exclusion"), objections to the Settlement ("Notices of Objection"), and
8 disputes regarding Qualifying Workweeks ("Qualifying Workweek Disputes"); provide necessary
9 reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings;
10 prepare and submit informational and other tax filings and documents; issue and transmit all
11 payments provided for by the Settlement, including and not limited to, mailing Individual
12 Settlement Payment checks to the Settlement Class Members; and perform any other usual and
13 customary duties for administering a class action settlement. Settlement Administration Cost are
14 currently estimated not to exceed fifteen thousand dollars (\$15,000.00) and will be paid out of the
15 Maximum Settlement Amount, subject to approval of the Court.

16 16. Based on investigation and information discovered, Class Counsel believes that
17 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
18 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
19 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
20 rest periods and to pay associated premium pay, failed to timely pay wages during employment
21 and upon termination of employment, failed to provide compliant wage statements, failed to
22 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
23 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
24 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff
25 also asserted that Class Members were subject to the same or similar operations and employment
26 policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's
27 recordkeeping practices with respect to Plaintiff and the Class Members were substantially the
28 same during the time period at issue. As a result, Plaintiff claims that the Class Members, were

1 uniformly not paid all of the compensation that was owed to them by Defendant since January 10,
2 2015. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
3 determined by Defendant's uniform operations and employment practices, policies, and
4 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
5 California during the Class Period.

6 17. Class Counsel is aware of the defenses and position of Defendant but believes that
7 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
8 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
9 delays inherent in such litigation, including those involved in class certification and/or
10 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
11 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
12 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
13 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
14 complex labor and employment matters.

15 18. Defendant, on the other hand, denied and continues to deny any liability and
16 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
17 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
18 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
19 have also had the opportunity to interview witnesses and review documents and information
20 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
21 operations and employment policies, practices, and procedures. The Parties also reviewed and
22 analyzed thousands of pages of documents and data, including but not limited to a sampling of
23 Class Members' time and pay information, to determine the potential value and strength of the
24 claims. The available information enabled Class Counsel to estimate the potential claims of the
25 Class and prepare damages/valuation models. Accordingly, the Parties have conducted adequate
26 investigation and discovery to be sufficiently informed of the nature and extent of the Class
27 Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness,
28 adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement

1 given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both
2 sides that would attend further litigation. The Settlement takes into account the strengths and
3 weaknesses of each side's position and the uncertainty of how the case might have concluded at
4 certification, trial, and/or appeals.

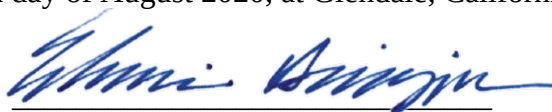
5 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
6 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
7 (i.e., \$612,500.00) and expenses and costs in an amount not to exceed twenty thousand dollars
8 (\$20,000.00), which will be paid out of the Maximum Settlement Amount, subject to approval by
9 the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
10 and will not receive any compensation until recovery is obtained.

11 20. The Settlement Agreement provides for payment of up to seven thousand five
12 hundred dollars (\$7,500.00) to Plaintiff as a Service Award, to be paid out of the Maximum
13 Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort
14 to produce relevant documents and past employment records and to provide the facts and evidence
15 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
16 needed him and actively tried to obtain information that would benefit the Class. Accordingly, it
17 is appropriate and just for Plaintiff to receive a Service Award, in addition to his Individual
18 Settlement Payment, for his services on behalf of the Class.

19 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
20 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
21 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
22 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
23 certification, representative adjudication, trial, and/or appeals.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on this 26th day of August 2020, at Glendale, California.

27 
28

Edwin Aiwanian

EXHIBIT A

EVAN R. MOSES, CA Bar No. 198099
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Attorneys for Plaintiff

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

GREGORY SCHAEFER, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

DENSO PRODUCTS AND SERVICES
AMERICAS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 19STCV00685

JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT

[Assigned for all purposes to
The Honorable Elihu M. Berle, Dept. 6]

Action Filed: January 10, 2019
Trial Date: None

1 IT IS HEREBY STIPULATED, by and between Plaintiff Gregory Schaefer (“Plaintiff”),
2 individually and on behalf of the Class, and Defendant Denso Products and Services Americas, Inc.
3 (“Defendant”), and subject to the approval of the Court, that the Action is hereby compromised and
4 settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and
5 PAGA Settlement (“Settlement,” “Agreement,” and “Settlement Agreement”) and that the Court
6 shall make and enter judgment subject to the definitions, recitals and terms set forth herein which
7 by this reference become an integral part of this Agreement.

8 **I. DEFINITIONS**

9 A. “Action” means the civil action entitled *Gregory Schaefer v. Denso Products and*
10 *Services Americas, Inc.*, filed on January 10, 2019 in the Los Angeles County Superior Court Case
11 No. 19STCV00685 and subsequently amended. .

12 B. “Class Counsel” means the attorneys of record for Plaintiff and Class Members, *i.e.*,
13 Edwin Aiwarzian, Esq., Arby Aiwarzian, Esq., and Stephanie S. Ponak, Esq., of Lawyers *for* Justice,
14 PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203.

15 C. “Class Counsel Award” means an award of attorneys’ fees and reimbursement of
16 litigation expenses and costs to Class Counsel and paid from the Maximum Settlement Amount in
17 recognition of its efforts and the risks in assisting with the prosecution of the Action.

18 D. “Class Data” means information regarding Class Members that Defendant will
19 compile from its existing electronic records and provide to the Settlement Administrator. It shall be
20 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s employee
21 number; full name; last known address; last known home telephone number; Social Security
22 Number; and start and end dates of employment during the Class Period; and any additional
23 information needed to calculate the Qualifying Workweeks.

24 E. “Class Members” means all current and former hourly-paid or non-exempt employees
25 who worked for Defendant within the State of California at any time during the Class Period.
26 Defendant represents that there are approximately three hundred ninety-eight (398) Class Members.
27
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1 F. "Class Period" shall mean the time period from January 10, 2015, through the earlier
2 date of the Court's order granting preliminary approval of the Settlement or June 2, 2020.

3 G. "Class Representative" means the named Plaintiff Gregory Schaefer.

4 H. "Court" means the Superior Court for the State of California, County of Los Angeles.

5 I. "Defense Counsel" or "Counsel for Defendant" shall mean Evan Moses, Michael
6 Thomas, and Julie Gladstone of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope
7 Street, Suite 1200, Los Angeles, California 90071.

8 J. "Effective Date" shall be the later of the following: (i) if no objections to the
9 settlement have been filed, or the timely objections have been filed and then withdrawn, then the
10 date the Court enters the Final Approval Order; (ii) if an objection to the settlement has been filed
11 and has not been withdrawn, then the date on which time expires to file an appeal of the Court's
12 Final Approval Order; or (iii) if an objection was filed and a Notice of Appeal of the Court's Final
13 Approval Order was timely filed, then the date the appeal is finally resolved, with the final approval
14 unaffected.

15 K. "Final Approval Date" means the date the Court enters the Final Approval Order.

16 L. "Final Approval Order" means the Court's order granting final approval of the
17 Settlement.

18 M. "Individual Settlement Payment" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member.

20 N. "LWDA Payment" means seventy-five percent (75%) of the PAGA Payment (i.e.,
21 \$225,000) that will be paid to the LWDA pursuant to PAGA.

22 O. "Maximum Settlement Amount" means the maximum sum of One Million Seven
23 Hundred Fifty Thousand Dollars (\$1,750,000) to be paid by Defendant pursuant to this Settlement
24 in full and complete settlement of the Action, which includes all payments contemplated by this
25 Agreement, including: the Individual Settlement Payments, Service Award, Class Counsel Award,
26 LWDA Payment, and the Settlement Administration Costs. This is a non-reversionary settlement.
27 Except as provided for in Paragraph III.S, in no event shall Defendant be liable for more than the
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1 Maximum Settlement Amount, plus Employer Taxes, as a result of this Settlement.

2 P. "Net Settlement Amount" means the Maximum Settlement Amount, less the Service
3 Award, Class Counsel Award, LWDA Payment, and Settlement Administration Costs.

4 Q. "Class Notice" means the notice to be mailed to the Class substantially similar to the
5 form attached hereto as **Exhibit 1**.

6 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

7 S. "PAGA Payment" means the allocation of Three Hundred Thousand Dollars
8 (\$300,000) to the settlement of claims arising under PAGA.

9 T. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
10 Plaintiff or Defendant, individually.

11 U. "Payment Ratio" means the respective Qualifying Workweeks for each Settlement
12 Class Member divided by the total Qualifying Workweeks for all Settlement Class Members.

13 A. "Preliminary Approval Date" means the date the Court enters the Preliminary
14 Approval Order.

15 V. "Preliminary Approval Order" means the Court's order granting preliminary approval
16 of the Settlement.

17 W. "Qualifying Workweek(s)" means the number of workweeks during which Class
18 Members were employed by Defendant as an hourly-paid or non-exempt employee in California
19 during the Class Period. Using the Class Data, the Settlement Administrator will calculate the
20 Qualifying Workweeks based on the dates of employment provided by Defendant. The Settlement is
21 premised on the assumption that the total number of Qualifying Workweeks for all Class Members
22 during the Class Period does not exceed 69,698.

23 X. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund set up by
24 the Settlement Administrator into which the Maximum Settlement Amount shall be deposited and
25 disbursements from it shall be made.

26 Y. "Released Claims" means all causes of action and factual or legal theories that were
27 alleged in Operative Complaint or reasonably could have been alleged based on the facts and legal
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1 theories contained in the Operative Complaint, including all of the following claims for relief: (a)
2 failure to pay minimum wages, base rate wages, overtime wages, time-and-a-half, and double time
3 wages; (b) failure to provide meal breaks and pay proper meal break premiums; (c) failure to provide
4 rest periods and pay proper rest period premiums; (d) failure to provide accurate itemized wage
5 statements; (e) failure to timely provide all wages owed at the end of employment; (f) failure to
6 timely provide all wages owed during employment; (g) unfair business practices; (h) failure to keep
7 required payroll records; (i) failure to reimburse required business expenses; (j) business and
8 profession code claims; (k) civil penalties under the Private Attorneys General Act (“PAGA”); (l)
9 any other claims or penalties under the wage and hour laws pleaded in the Action; and (m) all
10 damages, penalties, interest and other amounts recoverable under said causes of action under
11 California and federal law, to the extent permissible, including but not limited to the facts alleged in
12 the Operative Complaint, the applicable Wage Orders as to the facts alleged in the Operative
13 Complaint, and the California Unfair Competition Law (collectively, the “Released Claims”). The
14 period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the
15 final judgment will be the same as that of the release of Released Claims.

16
17 Z. “Released Parties” shall mean Defendant and all of Defendant’s past, present and/or
18 future, direct and/or indirect, officers, directors, members, managers, employees, its past, present
19 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
20 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
21 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

22 AA. “Request for Exclusion” refers to a formal request to be excluded from the Settlement
23 as described in detail in Paragraph III(M)(7).

24 BB. “Response Deadline” means the date sixty (60) calendar days after the Settlement
25 Administrator initially mails the Class Notice to Class Members and is the last date on which Class
26 Members may submit Qualifying Workweek Disputes, Requests for Exclusion, or a Notice of
27 Objection to the Settlement.
28

1 CC. "Service Award" means the amount that the Court authorizes to be paid to Plaintiff
2 from the Maximum Settlement Amount, in addition to his Individual Settlement Payment, in
3 recognition of his effort and risk in assisting with the prosecution of the Action and in exchange for
4 executing a General Release of Defendant.

5 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

6 EE. "Settlement Administrator" means Atticus Administration, LLC. The Parties each
7 represent they do not have any financial interest in the Settlement Administrator or otherwise have a
8 relationship with the Settlement Administrator that could create a conflict of interest.

9 FF. "Settlement Class Members" means all Class Members that do not submit timely and
10 valid Requests for Exclusion. Settlement Class Members will release all of the Released Claims and
11 be bound by all terms of the Settlement and any final judgment entered in this Action. Class
12 Members who do not opt out will receive an Individual Settlement Payment.

13 II. RECITALS

14 A. Procedural History. On January 10, 2019, Plaintiff Gregory Schaefer commenced the
15 Action against Defendant by filing the Class Action Complaint for Damages, alleging that
16 Defendant's failure to properly pay overtime and minimum wages, failure to provide compliant meal
17 or rest periods and associated premiums, failure to timely wages upon termination and during
18 employment, failure to provide compliant wage statements, failure to keep requisite payroll records,
19 and failure to reimburse necessary business expenses violated California's Unfair Competition Law.
20 The Action was filed in the California Superior Court, County of Los Angeles and assigned case
21 number 19STCV00685. Plaintiff subsequently amended the Complaint to seek PAGA penalties.

22 B. Defendant denies any liability or wrongdoing of any kind associated with the claims
23 alleged in the Action, disputes the wages, damages and penalties claimed by the Class
24 Representative, and further contends that, for any purpose other than settlement, the Action is not
25 appropriate for class or representative action treatment. Defendant contends, among other things,
26 that at all times it complied with the California Labor Code, and the Industrial Wage Orders.
27
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1 C. Mediation. On March 2, 2020, the Parties participated in a private mediation with
2 Louis Marlin, Esq., a well-respected mediator with considerable experience in litigating and
3 mediating wage and hour class actions. This took place only after the Parties exchanged extensive
4 mediation data. The mediation resulted in the Settlement described herein to resolve the Action in
5 its entirety.

6 D. The Parties believe that the Settlement is fair, reasonable and adequate. The
7 Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors.
8 The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action
9 through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle,
10 compromise and discharge all disputes and claims arising from or relating to the Action.

11 III.

12 TERMS OF AGREEMENT

13 A. First Amended Complaint. As a condition of settlement, Plaintiff will file a First
14 Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys
15 General Act, Cal. Labor Code § 2698 Et Seq. ("Operative Complaint" or "First Amended
16 Complaint") in the Action, in the form attached hereto as **Exhibit 2**, to include an additional cause
17 of action under PAGA. Defendant will not be required to file an answer or other responsive pleading
18 to the First Amended Complaint. If, for any reason, the Court does not grant final approval of the
19 Settlement, or if the Settlement does not become final and effective for any reason, then the First
20 Amended Complaint will be deemed withdrawn and the Class Action Complaint For Damages, filed
21 January 10, 2019, will become the operative complaint without prejudice to Plaintiff's right to seek
22 leave to file another amended complaint. Defendant does not impliedly or expressly waive any
23 arguments or defenses to the First Amended Complaint.

24 B. Settlement Consideration by Defendant. Defendant shall pay the monetary sums as
25 specified in this Agreement. In no event shall Defendant be required to pay more than the Maximum
26 Settlement Amount except pursuant to Paragraph III.S. Notwithstanding the foregoing, Defendant
27 will be separately responsible for employer's share of taxes due and owing on the wages portion of
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1 all Individual Settlement Payments (“Employer Taxes”).

2 C. Release By All Settlement Class Members. As of the date on which the Maximum
3 Settlement Amount is fully funded, in exchange for the consideration set forth in this Settlement
4 Agreement, all Class Members who do not opt out of the Settlement (i.e., Settlement Class Members)
5 will be bound by a release of the Released Parties for all claims and causes of action falling within
6 the definition of Released Claims, whether known or unknown, and irrespective of the factual or
7 legal basis for such claims. However, to be clear, the scope of the release is limited to the Released
8 Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments
9 in addition to or different from those they now know or currently believe to be true with respect to
10 the claims, causes of action and legal theories of recovery in the Action. Regardless, the discovery
11 of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims,
12 and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to
13 have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and
14 forever settled and released all of the Released Claims. The Parties understand and specifically
15 agree that the scope of the release of Released Claims described in this Paragraph is a material part
16 of the consideration for this Agreement was critical in justifying the agreed upon economic value of
17 this Settlement and without it Defendant would not have agreed to the consideration provided and is
18 narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the
19 resolution of claims that were or could have been alleged based on the facts, causes of action, and
20 legal theories contained in the Operative Complaint.
21

22 D. General Release By Plaintiff. As of the date on which the Maximum Settlement
23 Amount is fully funded, in consideration for the consideration set forth in this Agreement, Plaintiff,
24 for himself and his heirs, successors and assigns, hereby waives, releases, acquits and forever
25 discharges the Released Parties, from any and all claims, actions, charges, complaints, grievances
26 and causes of action, of whatever nature, whether known or unknown, which exist or may exist on
27 Plaintiff’s behalf as of the date of this Agreement, including but not limited to any and all tort claims,
28 contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public

1 policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
2 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all
3 claims arising under any federal, state or other governmental statute, law, regulation or ordinance,
4 including, but not limited to claims for violation of the Fair Labor Standards Act, the California
5 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and
6 hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
7 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964,
8 the California Fair Employment and Housing Act, the California Family Rights Act, the Family
9 Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions
10 Code Section 17200 et seq., and any and all claims arising under any federal, state or other
11 governmental statute, law, regulation or ordinance. Plaintiff does not waive any workers'
12 compensation claims currently pending. Plaintiff hereby expressly waives and relinquishes any and
13 all claims, rights or benefits that he may have under California Civil Code § 1542, which provides
14 as follows: *A general release does not extend to claims that the creditor or releasing party does not*
15 *know or suspect to exist in his or her favor at the time of executing the release and that, if known by*
16 *him or her would have materially affected his or her settlement with the debtor or released party.*
17 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now
18 knows or believes to exist, but he expressly agrees to fully, finally and forever settle and release any
19 and all claims against the Released Parties, known or unknown, suspected or unsuspected, which
20 exist or may exist on behalf of or against the other at the time of execution of this Agreement,
21 including, but not limited to, any and all claims relating to or arising from Plaintiff's employment
22 with Defendant. The Parties further acknowledge, understand and agree that this representation and
23 commitment is essential to the Agreement and that this Agreement would not have been entered into
24 were it not for this representation and commitment.
25

26 E. ADEA Waiver by Plaintiff. Without limiting the scope of this Agreement, Plaintiff
27 Gregory Schaefer agrees that this Agreement constitutes a knowing and voluntary waiver of any and
28 all rights or claims that exist or that Plaintiff may claim to have under the Age Discrimination in

1 Employment Act (“ADEA”), as amended by the Older Workers’ Benefit Protection Act of 1990 (29
2 U.S.C. §§ 621, et seq.). Plaintiff acknowledges all of the following:

- 3 1. The consideration provided pursuant to this Agreement is in addition to any
4 consideration that he would otherwise be entitled to receive;
- 5 2. Plaintiff has been and is advised in writing to consult with an attorney prior to
6 signing this Agreement;
- 7 3. Plaintiff has been provided a full and ample opportunity to study this
8 Agreement, including a period of at least twenty-one (21) calendar days within
9 which to consider it;
- 10 4. To the extent that Plaintiff takes fewer than twenty-one (21) calendar days to
11 consider this Agreement prior to signing it, he acknowledges that he had
12 sufficient time to consider this Agreement with legal counsel and that he
13 expressly, voluntarily and knowingly waives any additional time;
- 14 5. Plaintiff agrees that any changes made to the Agreement during the twenty-
15 one (21) day period (whether material or immaterial) do not restart the running
16 of the twenty-one (21) day period; and
- 17 6. Plaintiff is aware of his right to revoke this waiver of claims under the ADEA
18 any time within the seven (7) calendar-day period following the date Plaintiff
19 signs the Agreement and that the waiver of claims under the ADEA shall not
20 become effective or enforceable until the seven (7) calendar-day revocation
21 period expires. Notwithstanding Plaintiff’s right to revoke the waiver of
22 claims under the ADEA, the remainder of the terms of this Agreement shall
23 become effective and enforceable as of the date that the Parties sign this
24 Agreement.
- 25 7. To be effective, timely notice of revocation of the waiver of ADEA claims
26 must be made in writing and delivered to Defendant through its counsel, Evan
27 Moses, Esq., at Ogletree Deakins Nash Smoak & Stewart, P.C., 400 South
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1 Hope Street, Suite 1200, Los Angeles, California 90017, no later than the
2 seventh (7th) day after Plaintiff executes this Agreement. Plaintiff agrees to
3 keep written documentation proving that he revoked this ADEA waiver in this
4 Agreement as provided in this section, either by keeping the documents
5 attesting to the delivery of the revocation, or verification that the written
6 revocation was, in fact, received.

7 F. Conditions Precedent: This Settlement will become final and effective only upon the
8 occurrence of all of the following events:

- 9 1. The Court enters the Preliminary Approval Order;
- 10 2. The Court enters the Final Approval Order;
- 11 3. The Effective Date occurs; and
- 12 4. Neither Plaintiff nor Defendant has invoked the right to revoke the Settlement
13 as described in Paragraphs III.R and III.S herein.

14 G. Nullification of Settlement Agreement. In the event that this Settlement Agreement
15 is not preliminarily or finally approved by the Court, fails to become effective, or is reversed,
16 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining
17 a complete resolution of the claims as described herein:

- 18 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
19 and shall not be admissible in any judicial, administrative or arbitral
20 proceeding for any purpose or with respect to any issue, substantive or
21 procedural;
- 22 2. The conditional class certification (obtained for any purpose) shall be void *ab*
23 *initio* and of no force or effect, and shall not be admissible in any judicial,
24 administrative or arbitral proceeding for any purpose or with respect to any
25 issue, substantive or procedural;
- 26 3. None of the Parties to this Settlement will be deemed to have waived any
27 claims, objections, defenses or arguments in the Action, including with respect
28

1 to the issue of class certification;

2 4. The Operative Complaint will be deemed stricken and the Action will be
3 deemed to return to its status at the time immediately prior to the execution of
4 this Settlement Agreement and as if the Operative Complaint had never been
5 filed.

6 5. Any Settlement Administration Costs shall be paid by equal apportionment
7 among the Parties, except as otherwise specified in Paragraphs III.R and III.S.

8 H. Certification of the Class. The Parties stipulate to conditional class certification of
9 the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not
10 approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court,
11 or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as
12 described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio*
13 and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or procedural.

15 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
16 effect of the payments called for hereunder, and Settlement Class Members are not relying on any
17 statement or representation by the Parties in this regard. Settlement Class Members understand and
18 agree that they will be responsible for the payment of any taxes and penalties assessed on the
19 Individual Settlement Payments described herein and will be solely responsible for any penalties or
20 other obligations resulting from their personal tax reporting of Individual Settlement Payments.

21 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
22 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
23 “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
24 communication or disclosure between or among the Parties or their attorneys and other advisers, is
25 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
26 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
27 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
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1 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
2 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
3 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
4 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
5 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
6 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
7 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
8 acknowledging party of the tax treatment or tax structure of any transaction, including any
9 transaction contemplated by this Agreement.

10 K. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
11 the Court a Motion for Preliminary Approval and supporting papers, which shall include this
12 Settlement Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
13 least five (5) business days before filing the documents.

14 L. Settlement Administrator. By accepting the role as Settlement Administrator, the
15 Settlement Administrator is bound to all of the terms, conditions and obligations described in this
16 Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and
17 exclusive responsibility for: calculating Qualifying Workweeks; processing and mailing payments
18 to the Class Representative, Class Counsel, LWDA, and Settlement Class Members; printing and
19 mailing the Class Notice to the Class Members as directed by the Court; receiving and reporting
20 Requests for Exclusion, Notices of Objection, and Qualifying Workweek Disputes; distributing tax
21 forms; processing and mailing tax payments to the appropriate state and federal taxing authorities;
22 providing declaration(s) as necessary in support of preliminary and/or final approval of this
23 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
24 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
25 the performance of all Settlement Administrator's responsibilities. Defendant and Defendant's
26 Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement
27 Administrator's work. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall not bear
28

1 any responsibility for errors or omissions in the calculation or distribution of the Individual
2 Settlement Payments or any other distribution of monies contemplated by this Agreement.

3 M. Notice Procedure.

4 1. Class Data. No later than twelve (12) calendar days after the Preliminary
5 Approval Date, Defendant shall provide the Settlement Administrator with the
6 Class Data for purposes of preparing and mailing Class Notice to Class
7 Members. The Settlement Administrator shall be obligated to keep the Class
8 Data confidential. The Settlement Administrator shall not provide the Class
9 Data to Plaintiff or any third party, or use the Class Data or any information
10 contained therein for any purpose other than to administer this Settlement.
11 Class Data will not be provided to Class Counsel without Defendant's
12 permission. To the extent, Class Counsel needs access to Class Data to fulfill
13 its fiduciary responsibilities to the Class, the Parties will meet and confer over
14 the request.

15 2. Class Notice.

16 a. The Class Notice shall be in a form substantially similar to the form
17 attached hereto as **Exhibit 1**. The Class Notice shall inform Class
18 Members to keep the Settlement Administrator apprised of their
19 current mailing addresses, to which the Settlement Payments will be
20 mailed following the Effective Date. The Class Notice shall set forth
21 the release to be given by all Settlement Class Members (i.e., Class
22 Members who do not request to be excluded from the Settlement Class
23 in exchange for an Individual Settlement Payment).

24 b. The Class Notice shall be individualized by inclusion of Class
25 Member's starting and ending dates of employment during the Class
26 Period, the number of Qualifying Workweeks calculated by the
27 Settlement Administrator, and the Settlement Administrator's
28

1 calculation of the estimated Individual Settlement Payment they are
2 eligible to receive if they do not request to be excluded from the
3 Settlement.

4 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
5 Settlement Administrator will perform a search based on the National Change
6 of Address Database to update and correct any known or identifiable address
7 changes. No later than fourteen (14) calendar days after receiving the Class
8 Data from Defendant as provided herein, the Settlement Administrator shall
9 mail copies of the Class Notice to all Class Members via First Class U.S.
10 Mail. The Settlement Administrator shall exercise its best judgment to
11 determine the current mailing address for each Class Member. The address
12 identified by the Settlement Administrator as the current mailing address shall
13 be presumed to be the best mailing address for each Class Member.

14 4. Undeliverable Notices. Any Class Notices returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to the forwarding address affixed thereto. If no forwarding address
17 is provided, the Settlement Administrator shall promptly attempt to determine
18 a correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Class Member involved, and
20 shall then perform a re-mailing, if another mailing address is identified by the
21 Settlement Administrator. In addition, if any Class Notices, which are
22 addressed to Class Members who are currently employed by Defendant, are
23 returned to the Settlement Administrator as non-delivered and no forwarding
24 address is provided on or before the Response Deadline, the Settlement
25 Administrator shall notify Defendant. Defendant will request that the
26 currently employed Class Member provide a corrected address, and transmit
27 to the Administrator any corrected address provided by the Class Member.
28

1 Class Members who received a re-mailed Class Notice shall have their
2 Response Deadline extended fifteen (15) calendar days from the original
3 Response Deadline.

4 5. Disputes Regarding Qualifying Workweeks. Class Members will have the
5 opportunity, should they disagree with the dates of employment and/or the
6 estimated number of Qualifying Workweeks stated on their Class Notice to
7 submit a written dispute to the Settlement Administrator (“Qualifying
8 Workweek Dispute”). A valid and timely Qualifying Workweek Dispute
9 must: (1) contain the full name, mailing address, and the last four digits of the
10 Social Security number of the Class Member; (2) be signed by the Class
11 Member; (3) be postmarked by the Response Deadline and returned to the
12 Settlement Administrator at the specified address; (4) contain the case name
13 and number of the Action; and (5) clearly set forth the number of Qualifying
14 Workweeks the Class Member contends is correct and attach all
15 documentation supporting his or her contention. If there is a Qualifying
16 Workweek Dispute, the Settlement Administrator will consult with the Parties
17 to determine whether an adjustment in the number of Qualifying Workweeks
18 is warranted. The Settlement Administrator shall determine the eligibility for,
19 and the amounts of, any Individual Settlement Payments under the terms of
20 this Agreement. The Settlement Administrator’s determination of the
21 eligibility for and amount of any Individual Settlement Payment shall be
22 binding upon the Settlement Class Member and the Parties.

23
24 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
25 by the Settlement Administrator concerning the administration of the
26 Settlement will be resolved by the Court under the laws of the State of
27 California. Prior to any such involvement of the Court, counsel for the Parties
28 will confer in good faith to resolve the disputes without the necessity of

1 involving the Court.

- 2 7. Requests for Exclusions. The Class Notice shall state that Class Members
3 who wish to exclude themselves from the Settlement must submit a written
4 request to be excluded to the Settlement Administration (“Request for
5 Exclusion”). A complete and timely Request for Exclusion must: (1) contain
6 the full name, address, and the last four digits of the Social Security number
7 and/or Employee ID number of the person requesting exclusion; (2) be signed
8 by the Class Member; (3) be postmarked by the Response Deadline and
9 returned to the Settlement Administrator at the specified address; (4) contain
10 the case name and number of the Action; and (5) contain the following
11 statement, or something substantially similar: “I wish to opt out of the
12 settlement of the class action lawsuit entitled *Schaefer v. Denso Products and*
13 *Services Americas, Inc.*, Los Angeles County Case No. 19STCV00685. I
14 understand that by requesting to be excluded from the Settlement, I will
15 receive no money from the Settlement. The Request for Exclusion will not be
16 valid if it is not timely submitted. The date of the postmark on the return
17 mailing envelope for the Request for Exclusion shall be the exclusive means
18 used to determine whether the Request for Exclusion was timely submitted.
19 Class Members who fail to submit a timely written Request for Exclusion on
20 or before the Response Deadline shall be Settlement Class Members who are
21 bound by all terms of the Settlement and any final judgment entered in this
22 Action if the Settlement is approved by the Court. Any Class Member who
23 requests to be excluded from the Settlement Class will not be entitled to any
24 recovery under the Settlement and will not be bound by the terms of the
25 Settlement or have any right to object, appeal or comment thereon. No later
26 than five (5) calendar days after the Response Deadline, the Settlement
27 Administrator shall provide counsel for the Parties with a final list of the Class
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1 Members who have timely submitted written Requests for Exclusion. At no
2 time shall any of the Parties or their counsel seek to solicit or otherwise
3 encourage members of the Class to submit Requests for Exclusion from the
4 Settlement.

- 5 8. Notices of Objection. The Class Notice shall state that Settlement Class
6 Members who wish to object to the Settlement must submit a written objection
7 to the Settlement Administrator (“Notice of Objection”) by the Response
8 Deadline. The postmark date of mailing shall be deemed the exclusive means
9 for determining that a Notice of Objection was served timely. Settlement
10 Class Members who submit a complete and timely Notice of Objection may
11 appear at the Final Approval Hearing in order to have their objections heard
12 by the Court. A complete and timely Notice of Objection must: (1) contain
13 the full name, address, and the last four digits of the Social Security number
14 of the Settlement Class Member and/or Employee ID number; (2) be signed
15 by the Settlement Class Member; (3) be postmarked by the Response Deadline
16 and returned to the Settlement Administrator at the specified address; (4)
17 contain the case name and number of the Action; (5) clearly state that the
18 Settlement Class Member objects to the Settlement and the factual and legal
19 basis for his or her objection; and (6) if the Settlement Class Member is
20 represented by counsel, the contact information for such counsel. At no time
21 shall any of the Parties or their counsel seek to solicit or otherwise encourage
22 Settlement Class Members to submit Notices of Objection or appeals from the
23 Order and Final Judgment. Class Members who submit a written Request for
24 Exclusion lack standing to object to the Settlement. In the event that a Class
25 Member submits both a Request for Exclusion and a Notice of Objection, the
26 Request for Exclusion will be valid, while the Notice of Objection will be
27 considered invalid. The Settlement Administrator shall send all Notices of
28

1 Objection that it receives to Class Counsel and Defense Counsel within two
2 (2) business days of receipt. Class Counsel will be responsible for filing the
3 Notices of Objection with the Court in advance of the Final Approval Hearing.
4 Plaintiff and/or Defendant may file oppositions to any properly submitted
5 Notices of Objection no later than three (3) court days prior to the date of the
6 Final Approval/Settlement Fairness Hearing.

7 N. Funding and Allocation of the Maximum Settlement Amount. This is a non-
8 reversionary settlement in which Defendant is required to pay the entirety of the Maximum
9 Settlement Amount. No amount of the Maximum Settlement Amount will revert to Defendant.
10 Upon satisfaction of the preconditions described in this Settlement and pursuant to the timeline and
11 instructions below, Defendant will deposit the Maximum Settlement Amount into a Qualified
12 Settlement Fund to be established by the Settlement Administrator. In no event shall Defendant be
13 responsible for any payments in excess of the Maximum Settlement Amount. Notwithstanding the
14 foregoing, Defendant will pay Employer Taxes separately and in addition to the Maximum
15 Settlement Amount.

16 1. Funding Date. No later than ten (10) calendar days after the Effective Date,
17 Defendant shall transmit the Maximum Settlement Amount and a separate
18 amount for Employer Taxes to the Settlement Administrator to fund the
19 Settlement as set forth in this Agreement.
20

21 2. Individual Settlement Payments. Individual Settlement Payments shall be
22 paid from the Net Settlement Amount and shall be paid pursuant to the
23 formula set forth herein.

24 a) Calculation of Individual Settlement Payments. Using the Class Data,
25 the Settlement Administrator will calculate the total Qualifying
26 Workweeks for all Settlement Class Members. Each Settlement Class
27 Member's Qualifying Workweeks will be divided by the total number
28 of Qualifying Workweeks for all Settlement Class Members, resulting

1 in the Payment Ratio for each Settlement Class Member. Each
2 Settlement Class Member's Payment Ratio will then be multiplied by
3 the Net Settlement Amount to calculate his or her Individual
4 Settlement Payment.

- 5 b) Tax Allocation. For tax purposes, Individual Settlement Payments
6 shall be allocated as follows: (a) twenty percent (20%) as wages; and
7 (b) eighty percent (80%) as penalties and interest. The Settlement
8 Administrator will be responsible for issuing to Settlement Class
9 Members a form W-2 for amounts deemed "wages" and an IRS Form
10 1099 (if applicable) for the portions allocated to penalties and interest.
- 11 c) Mailing. Individual Settlement Payments shall be mailed by First
12 Class U.S. Mail to Settlement Class Members' last known mailing
13 address no later than twenty-five (25) calendar days after the Effective
14 Date.
- 15 d) Uncashed Checks. All Individual Settlement Payment checks issued
16 to Settlement Class Members shall remain valid and negotiable for one
17 hundred and eighty (180) calendar days from the date of their issuance.
18 If a Settlement Class Member does not cash his or her settlement check
19 within ninety (90) calendar days, the Settlement Administrator will
20 send a letter to such persons, advising that the check will expire after
21 the one hundred and eightieth (180th) day, and invite that Settlement
22 Class Member to request reissuance in the event the check was
23 destroyed, lost or misplaced. In the event an Individual Settlement
24 Payment check has not been cashed or deposited within the one
25 hundred and eighty (180) day period, the check will be cancelled and
26 the funds represented by such uncashed check shall be distributed to
27 the Controller of the State of California to be held pursuant to the
28

1 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*,
2 for the benefit of those Settlement Class Members who did not cash
3 their checks until such time that they claim their property. The Parties
4 agree that this disposition results in no “unpaid residue” under
5 California Civil Procedure Code Section 384, as the entire Net
6 Settlement Amount will be paid out to Settlement Class Members,
7 whether or not they all cash their Individual Settlement Payment
8 checks. Therefore, Defendant will not be required to pay any interest
9 on said amount. The Settlement Administrator shall, if required,
10 prepare a report regarding the distribution plan, including and not
11 limited to the uncashed funds as set forth in this Paragraph, and the
12 report shall be presented to the Court by Class Counsel.

13 3. Class Representative Service Award.

- 14 a) Defendant agrees not to oppose or object to any application or motion
15 by Plaintiff for a Service Award of up to seven thousand five hundred
16 dollars (\$7,500.00) in exchange for his time, effort and risk in bringing
17 and prosecuting this matter. The Service Award shall be in addition
18 to Plaintiff’s Individual Settlement Payment.
- 19 b) The Settlement Administrator shall pay the Service Award to Plaintiff
20 from the Maximum Settlement Amount no later than twenty-five (25)
21 calendar days after the Effective Date. Any portion of the requested
22 Service Award that is not awarded to the Class Representative shall
23 become part of the Net Settlement Amount.
- 24 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC
25 to Plaintiff for his Service Award. Plaintiff shall be solely and legally
26 responsible to pay any and all applicable taxes on his Service Award
27 and shall hold harmless Defendant and the Released Parties from any
28

claim or liability for taxes, penalties, or interest arising as a result of the Service Award.

- d) In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

4. Class Counsel Award.

- a) Defendant agrees not to oppose or object to any application or motion by Class Counsel for an award of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$612,500.00 out of \$1,750,000.00) and reimbursement of their actual costs and expenses supported by declaration not to exceed Twenty Thousand Dollars (\$20,000.00) (together "Class Counsel Award") from the Maximum Settlement Amount.
- b) Class Counsel, Plaintiff and the Settlement Class Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing or that exceed the Maximum Settlement Amount. The Parties agree that, over and above the Court-approved Class Counsel Award, each of the Parties, including all Settlement Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging the Preliminary Approval Order and/or Final Approval Order.
- c) Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this

1 Agreement.

2 d) The Settlement Administrator shall pay the Class Counsel Award to
3 Class Counsel from the Maximum Settlement Amount no later than
4 twenty-five (25) calendar days after the Effective Date.

5 e) Class Counsel shall be solely and legally responsible to pay all
6 applicable taxes on the payment made pursuant to this paragraph. The
7 Settlement Administrator shall issue an IRS Form 1099-MISC to Class
8 Counsel for the payments made pursuant to this paragraph. In the
9 event that the Court reduces or does not approve the requested Class
10 Counsel Award, Plaintiff and Class Counsel shall not have the right to
11 revoke the Settlement, or to appeal such order, and the Settlement will
12 remain binding.

13 f) With respect to the Class Counsel Award to Class Counsel, the
14 Settlement Administrator may purchase an annuity to utilize United
15 States Treasuries and bonds or other attorney fee deferral vehicles, for
16 Class Counsel. Any additional expenses for the purchase of an annuity
17 by the Settlement Administrator shall be paid separately by Class
18 Counsel and shall not be included within the Settlement
19 Administration Costs. Defendant and Defendant's counsel shall not be
20 liable for any expenses associated with the purchase of an annuity by
21 the Settlement Administrator.
22

23 5. PAGA Payment. Three hundred thousand dollars (\$300,000.00) shall be
24 allocated from the Maximum Settlement Amount for settlement of claims for
25 civil penalties under PAGA (i.e., the PAGA Payment). The Settlement
26 Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or
27 two hundred and twenty-five thousand dollars (\$225,000.00) to the LWDA
28 (i.e., the LWDA Payment) no later than twenty-five (25) calendar days after

1 the Effective Date. The remaining twenty-five percent (25%) of the PAGA
2 Payment, or seventy-five thousand dollars (\$75,000.00), will be part of the
3 Net Settlement Amount and distributed to Settlement Class Members as
4 described in this Agreement.

5 6. Settlement Administration Costs. The Settlement Administrator shall be paid
6 for the costs of administration of the Settlement from the Maximum
7 Settlement Amount (“Settlement Administration Costs”). The Settlement
8 Administration Costs are not to exceed Fifteen Thousand Dollars
9 (\$15,000.00). The Settlement Administrator shall be paid the Settlement
10 Administration Costs no later than twenty-five (25) calendar days after
11 Defendant provides funds to the Settlement Administrator for disbursement
12 under this Agreement.

13 O. Preliminary Approval Hearing. Plaintiff shall file his Motion for Preliminary
14 Approval seeking the entry of a Preliminary Approval Order for: (i) conditional certification of the
15 Class under California Code of Civil Procedure section 382 for settlement purposes only; (ii)
16 preliminary approval of the Agreement; and (iii) setting a date for a Final Approval Hearing. The
17 Preliminary Approval Order shall provide for the Class Notice to be sent to all Class Members as
18 specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff shall submit this
19 Agreement, which sets forth the terms of this Settlement, and will include the proposed Class Notice.
20

21 P. Final Approval Motion. At the earliest practicable time following the expiration of
22 the Response Deadline, Plaintiff shall file with the Court a Motion for Final Approval of Class Action
23 Settlement (“Motion for Final Approval”) which shall request final approval of the Settlement and
24 seek an award of the Service Award, the Class Counsel Award, the PAGA Payment, and the
25 Settlement Administration Costs. Plaintiff shall provide a courtesy draft of the moving papers to
26 Defense Counsel at least five (5) business days before filing the Motion for Final Approval.

27 1. Declaration by Settlement Administrator. The Settlement Administrator shall
28 submit a declaration in support of Plaintiff’s Motion for Final Approval

1 detailing the number of Class Notices mailed and re-mailed to Class Members,
2 the number of undeliverable Class Notices, the number of timely Requests for
3 Exclusion received, the number of Notices of Objections received, the amount
4 of the average Individual Settlement Payment, the Settlement Administration
5 Costs, and any other information as the Parties mutually agree or the Court
6 orders the Settlement Administrator to provide.

7 2. Final Approval Order and Judgment. The Parties shall present an Order
8 Granting Final Approval of Class Action Settlement to the Court for its
9 approval, and Judgment thereon consistent with the terms and conditions of
10 this Agreement.

11 Q. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
12 an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval
13 prior to filing with the Court. The Parties and their counsel will cooperate with each other and use
14 their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval,
15 and entry of Judgment.

16 R. Option to Revoke Settlement. Defendant has the unilateral right to revoke the
17 Settlement if, after the Response Deadline, the number of Class Members who submitted timely and
18 valid written Requests for Exclusion from the Settlement equals at least 5% of all Class Members,
19 Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant
20 exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class
21 Counsel within seven (7) calendar days after the Response Deadline and (b) pay all Settlement
22 Administration Costs incurred up to the date or as a result of the termination; and the Parties shall
23 proceed in all respects as if this Agreement had not been executed.

24 S. If, as of the earlier of the date of preliminary approval or June 2, 2020, the total
25 number of Qualifying Workweeks for Class Members exceeds 69,698 Qualifying Workweeks,
26 Defendant shall have, in its sole discretion, the unilateral right to elect from the following options:
27 (a) proportionately increase the Maximum Settlement Amount based on each Qualifying Workweek
28

beyond 69,698; or (b) terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7) calendar days after the earlier of the date of preliminary approval or June 2, 2020, and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

T. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement, including but not limited to, execution of necessary documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in the Settlement administration process.

U. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

V. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. The exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

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

X. Entire Agreement. This Agreement and any attached exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements

1 have been made to any Party concerning this Agreement or its exhibits other than the representations,
2 warranties and covenants contained and memorialized in the Agreement and its exhibits.

3 Y. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
4 and represent they are expressly authorized by the Parties whom they represent to negotiate this
5 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
6 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
7 effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant
8 represents and warrants that he is authorized to sign this Agreement on behalf of Defendant. Plaintiff
9 represents and warrants that he is authorized to sign this Agreement and that he has not assigned any
10 claim, or part of a claim, covered by this Settlement to any third-party.

11 Z. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 AA. California Law Governs. All terms of this Agreement and the exhibits hereto and any
14 disputes arising hereunder shall be governed by and interpreted according to the laws of the State of
15 California.

16 BB. Counterparts. This Agreement may be executed in one or more counterparts. All
17 executed counterparts and each of them shall be deemed to be one and the same instrument provided
18 that counsel for the Parties to this Agreement shall exchange among themselves copies or originals
19 of the signed counterparts.
20

21 CC. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
22 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
23 Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present
24 and potential.

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

1 settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

2 EE. Invalidity of Any Provision. Before declaring any provision of this Agreement
3 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Agreement valid and
5 enforceable.

6 FF. Publicity. Plaintiff and Class Counsel agrees not to disclose or publicize the
7 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying
8 the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to
9 potential class members and as required by law (such as to the LWDA) and as shall be contractually
10 required to effectuate the terms of the Settlement. However, for the limited purpose of allowing
11 Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose any
12 publicly available information about the settlement to a court or judicial officer as necessary.

13 GG. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the date of
14 execution of this Settlement are unaware of any: (a) unalleged claims in addition to, or different from,
15 those which are finally and forever settled and released against the Released Parties by this
16 Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be
17 brought against Defendant, except such facts and theories specifically alleged in the operative
18 complaint in this Action. Plaintiff and Class Counsel further represent that, other than the instant
19 Action, they have no current intention of asserting any other claims against Defendant in any judicial
20 or administrative forum. Plaintiff and Class Counsel further represent that they do not currently
21 know of or represent any persons who have expressed any interest in pursuing litigation or seeking
22 any recovery against Defendant. The Parties acknowledge, understand and agree that the
23 representations described in this paragraph are essential to the Agreement and that this Agreement
24 would not have been entered into were it not for this representation. Nothing in this Paragraph will be
25 construed as a restraint on the right of any counsel to practice.

26
27 HH. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for purposes
28 of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the

1 Settlement, unless the Court modifies the Settlement.

2 II. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
3 Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the
4 Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of
5 disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action
6 taken to carry out this Agreement may be construed or used as an admission by or against the Defendant
7 or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

8 JJ. Notice of Settlement to LWDA. Plaintiff hereby represents that Plaintiff will provide
9 notice of this Agreement and proposed settlement to the Labor Workforce Development Agency
10 ("LWDA") as required by Labor Code Section 2699(1)(2).

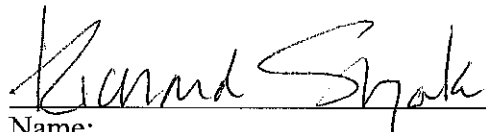
11 The Parties indicate by signing below their approval of the form of this Settlement Agreement
12 (and exhibits thereto).

13 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement and
14 Release of Claims is executed by the Parties and their duly authorized attorneys as of the day and
15 year herein set forth.

16 **IT IS SO AGREED:**

17
18 Dated: August 18, 2020

DENSO PRODUCTS AND SERVICES
AMERICAS, INC.

19
20 
21 Name: _____

22 Title: SENIOR VICE PRESIDENT

23
24 On Behalf of Defendant

25 Dated: _____

GREGORY SCHAEFER

26
27
28 _____
Gregory Schaefer, Plaintiff

Settlement, unless the Court modifies the Settlement.

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

JJ. Notice of Settlement to LWDA. Plaintiff hereby represents that Plaintiff will provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2).

The Parties indicate by signing below their approval of the form of this Settlement Agreement (and exhibits thereto).

IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

IT IS SO AGREED:

Dated: _____, _____

DENSO PRODUCTS AND SERVICES
AMERICAS, INC.

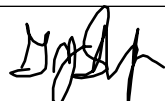
Name:

Title:

On Behalf of Defendant

August 17, 2020
Dated: _____, _____

GREGORY SCHAEFER

Electronically Signed

2020-08-17 18:03:49 UTC - 192.77.189.218
AssureSign®
c74e4502b-70eb-4c67-9984-ae1a01210251

Gregory Schaefer, Plaintiff

1 **APPROVED AS TO FORM:**

2 Dated: August 17, 2020, ____

LAWYERS for JUSTICE, PC

3
4 

5 Edwin Aiwarzian
6 Attorneys for Plaintiff Gregory Schaefer and Proposed
7 Class Counsel

8 Dated: _____, ____

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

9
10 Evan Moses
11 Michael Thomas
12 Julie Gladstone
13 Attorneys for Defendant
14
15
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17
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23
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1 **APPROVED AS TO FORM:**

2 Dated: _____,

LAWYERS *for* JUSTICE, PC

3
4
5 _____
6 Edwin Aiwazian
Attorneys for Plaintiff Gregory Schaefer and Proposed
Class Counsel

7 Dated: _____,

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

8
9 

10 _____
Evan Moses
Michael Thomas
Julie Gladstone
Attorneys for Defendant

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Superior Court of the State of California for the County of Los Angeles
Gregory Schaefer v. Denso Products and Services Americas, Inc., Case No. 19STCV00685

To: All current and former hourly-paid or non-exempt employees who worked for Denso Products and Services Americas, Inc. (“Defendant”) within the State of California at any time during the period from January 10, 2015 to June 2, 2020.

***A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or don’t act.***

Your rights and each option – and the deadlines to exercise each of them – are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown below in Section 8. To receive your payment, all you need to do is to keep the Settlement Administrator informed of your current mailing address if it is different from the address that the Notice was mailed. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the address on file for you.
CHANGE CONTACT INFORMATION	Update your personal information with the Settlement Administrator to ensure your Individual Settlement Payment check is sent to the correct address.
OPT OUT	You can exclude yourself (“opt out”) from the Settlement if you do not wish to participate in the Settlement by following the requirements set forth below in Section 11. If you opt out, you will not receive an Individual Settlement Payment. This is the only option that allows you to pursue your own lawsuit against Defendant about the legal claims in this case.
OBJECT	If you do not agree with the Settlement and think that the Settlement is not fair, you can object to the Settlement as long as you have not opted out of the Settlement, by following the requirements set forth below in Section 14.
DO NOTHING	If you do nothing, that is, do not return a timely request to be excluded, you will receive an Individual Settlement Payment, and will be bound by the terms of the Settlement and releases described in this Notice.

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because the records of Denso Products and Services Americas, Inc. (“Defendant”) indicate you worked as an hourly-paid or non-exempt employee in California at any time from January 10, 2015 through June 2, 2020 (“Class Member(s”).

The purpose of this notice is to explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California for the County of Los Angeles. The case is known as *Gregory Schaefer v. Denso Products and Services Americas, Inc.*, Case No. 19STCV00685 (“Action” or “Lawsuit”).

2. What is this Lawsuit about?

The Lawsuit was originally filed on January 10, 2019, on August 13, 2020, Plaintiff Gregory Schaefer (“Plaintiff” or “Mr. Schaefer”) filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. (“Operative Complaint”) in the Action on behalf of all hourly-paid or non-exempt employees for alleged violations of California wage-and-hour laws. Plaintiff alleges the following causes of action against Defendant on behalf of himself and on behalf of the class: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and pay premiums; (3) failure to provide compliant rest periods and pay premiums; (4) failure to pay minimum wages; (5) failure to pay timely final wages; (6) failure to pay timely wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse business expenses; (10) violation of California Business and Professions Code section 17200, *et seq.*; and (11) violation of Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698, *et seq.*

Defendant denies the allegations in the Lawsuit and contends that it has complied at all times with the California Labor Code. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff) sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” One Court resolves the issues for all Class Members, except for those who request to be excluded from the Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial and the people affected can get compensation from the Settlement. Mr. Schaefer, who was appointed the Class Representative, and his attorneys believe the Settlement is best for all Settlement Class Members.

5. Who are the Attorneys for the Parties?

Counsel for Plaintiff and the Class

Edwin Aiwanian
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020

Counsel for Defendant

Evan R. Moses
Aaron H. Cole
Julie Gladstone
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Telephone: 213.239.9800

If you have questions regarding this Settlement, you should contact attorneys for Plaintiff (“Class Counsel”) or the Settlement Administrator.

THE TERMS OF THE SETTLEMENT

6. What is the Settlement amount and how will the Individual Settlement Payment be calculated?

The proposed Settlement provides for a payment of \$1,750,000.00 to fully and finally resolve all claims in the Lawsuit (referred to as the “Maximum Settlement Amount”). Plaintiff will apply to the Court for: attorneys’ fees of up to 35% of

the Maximum Settlement Amount, or \$625,500.00, and reimbursement of litigation costs of up to \$20,000.00 to Class Counsel (together, "Class Counsel Award"); a Service Award of \$7,500.00 to Plaintiff for his work and efforts in prosecuting this case; and Settlement Administration Costs estimated not to exceed \$15,000.00. The exact amount of the Class counsel Award, Class Representative Service Award, and Settlement Administration Costs will be determined by the Court at a Final Approval Hearing, but will not exceed the amounts set forth above. The proposed Settlement provides for an allocation of \$300,000.00 from the Maximum Settlement Amount for settlement of claims for civil penalties under the PAGA ("PAGA Payment"), with \$225,000.00 (75% of the PAGA Payment) being allocated to the California Labor and Workforce Development Agency ("LWDA Payment"). No portion of the Maximum Settlement Amount will be returned to Defendant under any circumstances.

The Maximum Settlement Amount less the Service Award, Class Counsel Award, LWDA Payment, and Settlement Administration Costs is the "Net Settlement Amount," which is the amount available to Class Members who do not opt out of the Settlement ("Settlement Class Members"). The Net Settlement Amount will be apportioned and paid out entirely, automatically, to all Settlement Class Members.

Settlement Class Members who do not opt out of the settlement will receive their share of the Net Settlement Amount based on the number of Qualifying Workweeks he or she worked during the period from January 10, 2015 through June 2, 2020 ("Class Period"). The Settlement Administrator will calculate the number of Qualifying Workweeks based on the number of workweeks during which Class Members were employed during the Class Period. The amount allocated to each individual Settlement Class Members will be based on the individual Settlement Class Member's number of Qualifying Workweeks worked during the Class Period, divided by the sum of all Qualifying Workweeks worked by all Settlement Class Members during the Class Period, and multiplied by the Net Settlement Amount.

Based on this formula, you may expect to receive an estimated \$ [REDACTED], for each Qualifying Workweek you worked during the Class Period.

7. How many Qualifying Workweeks am I credited with and what do I do if it is wrong?

According to Defendant's records:

From January 10, 2015 to June 2, 2020, you were employed by Defendant as an hourly-paid or non-exempt employee in California from [start date] to [end date] and are credited with [REDACTED] Qualifying Workweeks.

If you wish to dispute your dates of employment from January 10, 2015 to June 2, 2020 and number of Qualifying Workweeks credited to you, you must submit your dispute to the Settlement Administrator. The written dispute must: (a) contain your full name, mailing address, and the last four digits of your Social Security number; (b) be signed by you; (c) contain the case name and number of the Action (*Gregory Schaefer v. Denso Products and Services Americas, Inc.*, Case No. 19STCV00685); (d) clearly set forth the number of Qualifying Workweeks you contend are correct and attach all documentation supporting your contention; and (e) be returned mail to the Settlement Administrator at the address specified in Section 11 below, postmarked **no later than [the Response Deadline]**.

The Settlement Administrator will resolve any dispute regarding the dates of employment, or number of Qualifying Workweeks based on Defendant's records and any information you provide. The dates of employment supplied by Defendant will be presumed correct unless you supply company records from Defendant showing different dates of employment.

8. How much will my Individual Settlement Payment be?

As explained above, your estimated Individual Settlement Payment is based on the number of Qualifying Workweeks credited to you during the Class Period.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes with respect to the wages portion of Individual Settlement Payments and will only be

distributed if the Court approves the Settlement and after the Settlement goes into effect.

HOW TO GET A PAYMENT

9. How do I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

10. What am I giving up to get an Individual Settlement Payment?

Unless you request to exclude yourself from the Settlement, you stay part of the Settlement Class. After the Court has approved the Settlement and Defendant has fully funded the Maximum Settlement Amount, each Settlement Class Member who has not submitted a timely and valid request to opt out from the Settlement will be bound by the judgment and thereby release Defendant Denso Products and Services Americas, Inc. and all of Defendant's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties") from all causes of action and factual or legal theories that were alleged in Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, base rate wages, overtime wages, time-and-a-half, and double time wages; (b) failure to provide meal breaks and pay proper meal break premiums; (c) failure to provide rest periods and pay proper rest period premiums; (d) failure to provide accurate itemized wage statements; (e) failure to timely provide all wages owed at the end of employment; (f) failure to timely provide all wages owed during employment; (g) unfair business practices; (h) failure to keep required payroll records; (i) failure to reimburse required business expenses; (j) business and profession code claims; (k) civil penalties under the Private Attorneys General Act ("PAGA"); (l) any other claims or penalties under the wage and hour laws pleaded in the Action; and (m) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the facts alleged in the Operative Complaint, the applicable Wage Orders as to the facts alleged in the Operative Complaint, and the California Unfair Competition Law ("Released Claims"). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the final judgment will be the same as the release of Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

If you wish to pursue your own separate lawsuit against Defendant for the claims asserted in the Lawsuit, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from the Settlement (that is, opt out of the Settlement). To opt out and exclude yourself from the Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting to opt out ("Request for Exclusion"). A complete and timely Request for Exclusion must: (a) contain your full name, address, and the last four digits of your Social Security number and/or Employee ID number; (b) be signed by you; (c) contain the case name and number of the Action (*Gregory Schaefer v. Denso Products and Services Americas, Inc.*, Case No. 19STCV00685); (d) contain the following statement, or something substantially similar: "I wish to opt out of the settlement of the class action lawsuit entitled *Schaefer v. Denso Products and Services Americas, Inc.*, Los Angeles County Case No. 19STCV00685. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement"; and (e) be mailed to the Settlement Administrator at the following address, postmarked by **[the Response Deadline]**;

DENSO CLASS ACTION
Settlement Administrator
c/o [REDACTED], Inc.
P. O. Box [REDACTED]
[REDACTED], [REDACTED]

12. If I don't opt out, can I sue Defendant for the same thing later?

No. Unless you opt out of the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves, for the period from January 10, 2015 through June 2, 2020. ***If you have a pending lawsuit, speak to your lawyer in that case immediately.*** You must opt out from this Settlement to continue your own lawsuit. Remember, the Response Deadline is [REDACTED], 2020.

13. If I opt out, can I get money from this Settlement?

No. If you opt out, you will not be a Settlement Class Member and will not receive an Individual Settlement Payment. The Individual Settlement Payment that you would have been entitled to receive will remain in the Net Settlement Amount and be subject to distribution to the remaining Settlement Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a written letter, which you sign, saying that you object to the Settlement ("Notice of Objection"). A valid and timely Notice of Objection must: (a) contain your full name, address, and the last four digits of your Social Security number and/or Employee ID number; (b) be signed by you; (c) contain the case name and number of the Action; (d) clearly state that you objects to the Settlement and the factual and legal basis for your objection; (e) if you are represented by counsel, the contact information for such counsel; and (f) be mailed to the Settlement Administrator, postmarked by [Response Deadline] (60 days of mailing) at address specified above in Section 11.

15. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You may object only if you remain a Settlement Class Member. Opting out is telling the Court that you do not want to be a Settlement Class Member. If you opt out, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing in Courtroom SSC6 of the Superior Court for the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California, 90012, on [REDACTED], 2020, at [REDACTED] a/p.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel Award, the Class Representative Service Award, and the Settlement Administration Costs.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who indicated in their Notice of Objection their intention to appear at the Final Approval Hearing will be notified by the Settlement Administrator or Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

18. Who may I contact if I have questions about the Settlement?

You may contact Class Counsel, at the contact information listed above in Section 5 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free 1-800- , or you can write to the Settlement Administrator, at the address shown in Section 11.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

- A. **Defendant supports the Settlement and will not retaliate in any manner whatsoever** against any Settlement Class Member who chooses to participate in the Settlement and receives his/her Individual Settlement Payment, requests to opt out from the Settlement or objects to the Settlement.
- B. **It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment will be sent if you did not request to opt out from the Settlement.
- C. **Individual Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks that remain uncashed 180 calendar days after the date of issuance will be voided and the monies represented by those uncashed checks will be remitted to the Unpaid Wage Fund maintained by the Controller of the State of California to handle on your behalf. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
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Attorneys for Plaintiff

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

GREGORY SCHAEFER, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

DENSO PRODUCTS AND SERVICES
AMERICAS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV00685

Honorable Elihu M. Berle
Department SSC6

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

(10) Violation of California Business & Professions Code §§ 17200, et seq.;
(11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff GREGORY SCHAEFER (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff GREGORY SCHAEFER is an individual residing in the State of California.

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6. Defendant DENSO PRODUCTS AND SERVICES AMERICAS, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant DENSO PRODUCTS AND SERVICES AMERICAS, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants DENSO PRODUCTS AND SERVICES AMERICAS, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

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

10. Defendant DENSO PRODUCTS AND SERVICES AMERICAS, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable

under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

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

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from January 10, 2015 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys'

fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

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- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on

1 behalf of himself and other current or former employees pursuant to procedures outlined in
2 California Labor Code section 2699.3.

3 19. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
4 employee,” who is any person that was employed by Defendants and the alleged violator and
5 against whom one or more of the alleged violations was committed.

6 20. Plaintiff was employed by Defendants and the alleged violations were committed
7 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff
8 and the other employees are “aggrieved employees” as defined by California Labor Code section
9 2699(c) in that they are current or former employees of Defendants, and one or more of the
10 alleged violations were committed against them.

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

- 14 a. The aggrieved employee shall give written notice by certified mail
15 (hereinafter “Employee's Notice”) to the LWDA and the employer of the
16 specific provisions of the California Labor Code alleged to have been
17 violated, including the facts and theories to support the alleged violations.
- 18 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
19 employer and the aggrieved employer by certified mail that it does not
20 intend to investigate the alleged violation within sixty (60) calendar days
21 of the postmark date of the Employee’s Notice. Upon receipt of the
22 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
23 (65) calendar days of the postmark date of the Employee’s Notice, the
24 aggrieved employee may commence a civil action pursuant to California
25 Labor Code section 2699 to recover civil penalties in addition to any other
26 penalties to which the employee may be entitled.

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22. On May 18, 2020, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, have been satisfied.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately July 2004 to approximately October 2017, in the State of California.

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

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

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

28. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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

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

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

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

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

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

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35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, short, late, and/or interrupted, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, short, late, and/or interrupted.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime wages, minimum wages, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

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

1 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact, they did
4 not receive complete and accurate wage statements from Defendants. The deficiencies include,
5 *inter alia*, the failure to include the actual number of hours worked by Plaintiff and the other
6 class members, including work to be performed off-the-clock.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Defendants had to keep complete and accurate payroll records
9 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
10 keep complete and accurate payroll records.

11 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to
13 reimbursement for necessary business-related expenses. Plaintiff and the other class members
14 were required to purchase protective footwear and use personal phones for business-related
15 matters but were not fully reimbursed for these expenses.

16 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that they had a duty to compensate Plaintiff and the other class
18 members pursuant to California law, and that Defendants had the financial ability to pay such
19 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
20 to Plaintiff and the other class members that they were properly denied wages, all in order to
21 increase Defendants' profits.

22 44. During the relevant time period, Defendants intentionally and willfully failed to
23 pay overtime wages to Plaintiff and the other class members for all overtime hours worked.
24 Plaintiff and the other class members did not receive overtime compensation at one-and-one-
25 half the regular rate of pay for all hours spent performing job duties in excess of eight (8) hours
26 per day and/or forty (40) hours per week without overtime compensation for all overtime hours
27 worked, and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

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

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

54. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

20 59. During the relevant time period, Plaintiff and the other class members worked in
21 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, or the first eight
22 (8) hours worked on the seventh day of work in a workweek.

23 60. During the relevant time period, Defendants intentionally and willfully failed to
24 pay overtime wages owed to Plaintiff and the other class members, including failing to properly
25 calculate the regular rate of pay and overtime rate of pay. Plaintiff and the other class members
26 did not receive overtime compensation at one-and-one-half times the regular rate of pay for all
27 hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week
28 or for the first eight (8) hours worked on the seventh day.

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

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

SECOND CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

67. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with

1 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
2 hours worked is no more than twelve (12) hours, the second meal period may
3 be waived by mutual consent of the employer and the employee only if the first meal period was
4 not waived.

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

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

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

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

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

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

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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79. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

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

81. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

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

83. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

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

FOURTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

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

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

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

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

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

FIFTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

17 **SIXTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 204)**

19 **(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.**

20 **and DOES 1 through 100)**

21 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 96, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

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

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

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

102. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.)

and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by the employee. The deductions made from payments of wages
2 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
3 year, and a copy of the statement or a record of the deductions shall be kept on file by the
4 employer for at least three years at the place of employment or at a central location within the
5 State of California.

6 105. Defendants have intentionally and willfully failed to provide Plaintiff and the
7 other class members with complete and accurate wage statements. The deficiencies include, but
8 are not limited to: the failure to include the total number of hours worked by Plaintiff and the
9 other class members.

10 106. As a result of Defendants' violation of California Labor Code section 226(a),
11 Plaintiff and the other class members have suffered injury and damage to their statutorily-
12 protected rights.

13 107. More specifically, Plaintiff and the other class members have been injured by
14 Defendants' intentional and willful violation of California Labor Code section 226(a) because
15 they were denied both their legal right to receive, and their protected interest in receiving,
16 accurate and itemized wage statements pursuant to California Labor Code section 226(a).
17 Because Plaintiff's and the other class members' wage statements did not reflect the accurate
18 number of hours worked, Plaintiff and the other class members were unable to determine the total
19 amount they were owed, and were unable to verify they were paid the proper amount. In order to
20 determine how much Plaintiff and the other class members should have been paid, Plaintiff and
21 the other class members would have had to engage in discovery and mathematical computations
22 in order to reconstruct the missing information.

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

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

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EIGHTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

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NINTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

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

117. Plaintiff and the other class members incurred necessary business-related expenses and costs, including purchasing protective footwear and using personal phones for business-related matters, that were not fully reimbursed by Defendants.

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

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

TENTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

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

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

5 122. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business & Professions
7 Code section 17200, et seq.

8 123. A violation of California Business & Professions Code section 17200, et seq. may
9 be predicated on the violation of any state or federal law. In this instant case, Defendants'
10 policies and practices of requiring employees, including Plaintiff and the other class members,
11 to work overtime without paying them proper compensation violate California Labor Code
12 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
13 including Plaintiff and the other class members, to work through their meal and rest periods
14 without paying them proper compensation violate California Labor Code sections 226.7 and
15 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
16 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
17 failing to timely pay wages to Plaintiff and the other class members violate California Labor
18 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
19 226(a), 1174(d), 2800 and 2802.

20 124. As a result of the herein described violations of California law, Defendants
21 unlawfully gained an unfair advantage over other businesses.

22 125. Plaintiff and the other class members have been personally injured by Defendants'
23 unlawful business acts and practices as alleged herein, including but not necessarily limited to
24 the loss of money and/or property.

25 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
26 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
27 by Defendants during a period that commences January 10, 2015; an award of attorneys' fees
28 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an

award of costs.

ELEVENTH CAUSE OF ACTION

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

(Against DENSO PRODUCTS AND SERVICES AMERICAS, INC.

and DOES 1 through 100)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

Failure to Pay Overtime

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

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Failing to Provide Meal Periods

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

Failure to Provide Rest Periods

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

Failure to Pay Minimum Wages

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

Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Compliant Wage Statements

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

Failure to Keep Complete or Accurate Payroll Records

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

Failure to Reimburse Necessary Business Expenses

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

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

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

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

1 employers and employees about their rights and responsibilities and twenty-five percent (25%)
2 to the aggrieved employees.

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

6 **DEMAND FOR JURY TRIAL**

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

10 **PRAYER FOR RELIEF**

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

15 **Class Certification**

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

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
25 all overtime wages due to Plaintiff and the other class members;

- 26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

4 **As to the Ninth Cause of Action**

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

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

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

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

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

13 **As to the Tenth Cause of Action**

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

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

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

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

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

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

4 **As to the Eleventh Cause of Action**

5 58. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
6 (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201,
7 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

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

9 Dated: July 27, 2020

LAWYERS for JUSTICE, PC

11 By: _____
12 Edwin Aiwarzian
13 Attorneys for Plaintiff
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