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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE**

JOSE SALDANA, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

INTERNATIONAL E-Z UP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: RIC1902873

Honorable Craig G. Riemer
Department 1

CLASS ACTION

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

Date: March 25, 2021
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: May 10, 2019
Trial Date: None Set

1 This matter has come before the Honorable Craig G. Riemer in Department 1 of the Superior
2 Court of the State of California, for the County of Riverside, on March 25, 2021 at 8:30 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement with Lawyers *for* Justice,
4 PC appearing as counsel for Plaintiff Jose Saldana and Proposed Plaintiff Thomas Johns (together,
5 "Plaintiffs"), as individuals and on behalf of all others similarly situated and other aggrieved
6 employees, and CDF Labor Law LLP appearing as counsel for Defendant International E-Z Up,
7 Inc. ("Defendant"). The Court, having carefully considered the papers, argument of counsel, and
8 all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion
9 for Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

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

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

19 3. The Court hereby grants Plaintiff Jose Saldana leave to file the [Proposed] First
20 Amended Complaint for Damages and Enforcement under the Private Attorneys General Act,
21 California Labor Code § 2698, Et. Seq. ("First Amended Complaint") which is attached hereto as
22 "**EXHIBIT 1.**" Plaintiff Saldana shall file the First Amended Complaint within five (5) Court days
23 of the entry of this Order, and the First Amended Complaint shall be the operative complaint in the
24 Action for purpose of Settlement, including the release of claims. The First Amended Complaint
25 and all allegations and causes pleaded therein shall be deemed denied by Defendant, and each of
26 them, without the necessity of Defendant filing an answer to the First Amended Complaint or any
27 other pleading in the action.
28

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

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

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

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

1 All hourly-paid or non-exempt employees who worked for Defendant within the
2 State of California at any time during the time period from May 10, 2015 until May
3 8, 2020.

4 8. The Court provisionally appoints Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and
5 Joanna Ghosh, Esq. of Lawyers *for* Justice, PC as Class Counsel.

6 9. The Court provisionally appoints Plaintiff Jose Saldana and Proposed Plaintiff
7 Thomas Johns as the Class Representatives.

8 10. The Court provisionally appoints Simpluris, Inc. as the Settlement Administrator.
9 Simpluris will be responsible for receiving the Class List, updating Class Members' addresses using
10 the United States Postal Service's NCOALink system, having the Class Notice, Exclusion Form,
11 and Objection Form (together, the "Notice Packet") translated into Spanish, mailing the Notice
12 Packet to the Class, receiving and processing Requests for Exclusion, Objections, and Workweek
13 Challenges, receiving and re-mailing returned Notice Packets, receiving, maintaining, and
14 distributing the Gross Settlement Fund, and transmitting uncashed checks pursuant to the
15 Settlement.

16 11. Within ten (10) calendar days of this Order, Defendant shall provide the Settlement
17 Administrator with the Class List, in conformity with the Settlement Agreement.

18 12. The Court approves, both as to form and content, the Notice of Class Action
19 Settlement ("Class Notice") attached hereto as "**EXHIBIT 2.**" The Class Notice shall be provided
20 to Class Members in the manner set forth in the Settlement Agreement and shall be accompanied
21 by the Exclusion Form and Objection Form that the Class Members may use. The Court finds that
22 the Class Notice appears to fully and accurately inform the Class Members of all material elements
23 of the Settlement, of the Class Members' right to be excluded from the Class Settlement by
24 submitting an Opt Out Request, of the Class Members' right to dispute the Workweeks credited to
25 them by submitting a Workweek Challenge, and of each Settlement Class Member's right and
26 opportunity to object to the Class Settlement by submitting an Objection. The Court further finds
27 that distribution of the Notice Packet substantially in the manner and form set forth in the Settlement
28 and this Order, and that all other dates set forth in the Settlement and this Order, meet the
requirements of due process and shall constitute due and sufficient notice to all persons entitled

1 thereto. The Court further orders the Settlement Administrator to mail the Notice Packet by first-
2 class United States mail to all Class Members within ten (10) calendar days of receipt of the Class
3 List, pursuant to the terms set forth in the Settlement.

4 13. The Court approves, both as to form and content, the Exclusion Form attached
5 hereto as “**EXHIBIT 3.**” The Court hereby preliminarily approves the proposed procedure, set
6 forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class
7 Member may choose to be excluded from the Class Settlement by completing and submitting a
8 timely Exclusion Form or written request to be excluded from the Class Settlement (“Opt Out
9 Request”) in conformity with the requirements set forth in the Settlement Agreement and Class
10 Notice, to the Settlement Administrator, postmarked or fax-stamped on or before the date that is
11 forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement
12 Administrator (“Response Deadline”). In the case of a re-mailed Notice Packet, the Response
13 Deadline shall be extended by fifteen (15) calendar days. Any such person who chooses to opt out
14 of, and be excluded from, the Class Settlement will not be entitled to an Individual Settlement
15 Payment, will not be bound by the settlement and release of Released Class Claims, and will not
16 have any right to object, appeal, or comment thereon. Class Members who worked for Defendant
17 during the time period from May 10, 2018 to May 8, 2020 (“Aggrieved Employees”) and who
18 submit a valid and timely Opt Out Request will nevertheless remain bound by the settlement and
19 release of Released PAGA Claims. Class Members who have not submitted a timely and valid Opt
20 Out Request (“Settlement Class Members”) shall be bound by the Settlement Agreement and any
21 final judgment based thereon.

22 14. The Court approves, both as to form and content, the Objection Form attached
23 hereto as “**EXHIBIT 4.**” To object to the Settlement, a Class Member must complete and submit
24 a valid and timely Objection Form or written objection to the Settlement (“Objection”) in
25 conformity with the Settlement Agreement and Class Notice, to the Settlement Administrator, by
26 mail or facsimile, postmarked or fax-stamped on or before the Response Deadline. The Objection
27 must be signed and must contain the information that is required, as set forth in the Class Notice,
28 including and not limited to the grounds for the objection.

15. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./ p.m. in Department 1 of the Superior Court of California, for the County of Riverside County, Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether to finally approve the requests for Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

16. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees, Litigation Costs, Enhancement Awards, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration which shall authenticate a copy of every Opt Out Request and Objection received by the Settlement Administrator, by _____, to be heard at the Final Approval Hearing.

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

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,

1 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
2 vacated, and the Parties shall revert back to their respective positions as of before entering into the
3 Settlement Agreement.

4 19. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
6 Members. However, the Settlement Administrator shall give notice to any objecting party of any
7 continuance of the Final Approval Hearing. The Court retains jurisdiction to consider all further
8 applications arising out of or connected with the Settlement.

9 **IT IS SO ORDERED.**

10 Date: _____

11 By: _____
12 The Honorable Craig G. Riemer
13 Judge of the Superior Court
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EXHIBIT 1

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

JOSE SALDANA, individually, and on
behalf of other members of the general public
similarly situated; THOMAS JOHNS,
individually and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Acts;

Plaintiff,

vs.

INTERNATIONAL E-Z UP INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RIC1902873

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
& ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA 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. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOSE SALDANA (“Plaintiff SALDANA”), individually, and on behalf of other members of the general public similarly situated and Plaintiff THOMAS JOHNS (“Plaintiff JOHNS”) (together “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

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

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 Riverside. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Riverside. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Riverside.

PARTIES

5. Plaintiff JOSE SALDANA is an individual residing in the State of California, County of Riverside.

6. Plaintiff THOMAS JOHNS is an individual residing in the State of California, County of Riverside.

7. Defendant INTERNATIONAL E-Z UP 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 Riverside.

8. At all relevant times, Defendant INTERNATIONAL E-Z UP INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants INTERNATIONAL E-Z UP 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.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and 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 Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

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11. Defendant INTERNATIONAL E-Z UP INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

13. Plaintiff SALDANA brings 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.

14. The proposed class is defined as follows:

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

15. Plaintiff SALDANA reserves the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff SALDANA 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 SALDANA’s claims are typical of all other class members’ as demonstrated herein. Plaintiff SALDANA 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 SALDANA will fairly and adequately protect the

1 interests of each class member, with whom he has a well-defined
2 community of interest and typicality of claims, as demonstrated herein.
3 Plaintiff SALDANA has no interest that is antagonistic to the other class
4 members. Plaintiff SALDANA's attorneys, the proposed class counsel,
5 are versed in the rules governing class action discovery, certification,
6 and settlement. Plaintiff SALDANA has incurred, and during the
7 pendency of this action will continue to incur, costs and attorneys' fees,
8 that have been, are, and will be necessarily expended for the prosecution
9 of this action for the substantial benefit of each class member.

- 10 d. Superiority: A class action is superior to other available methods for the
11 fair and efficient adjudication of this litigation because individual joinder
12 of all class members is impractical.
- 13 e. Public Policy Considerations: Certification of this lawsuit as a class
14 action will advance public policy objectives. Employers of this great
15 state violate employment and labor laws every day. Current employees
16 are often afraid to assert their rights out of fear of direct or indirect
17 retaliation. However, class actions provide the class members who are
18 not named in the complaint anonymity that allows for the vindication of
19 their rights.

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

- 23 a. Whether Defendants' failure to pay wages, without abatement or
24 reduction, in accordance with the California Labor Code, was willful;
- 25 b. Whether Defendants' had a corporate policy and practice of failing to
26 pay their hourly-paid or non-exempt employees within the State of
27 California for all hours worked and missed (short, late, interrupted,
28 and/or missed altogether) meal periods and rest breaks in violation of

California law;

- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants 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 Plaintiffs 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

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n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

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

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

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

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

23. On December 30, 2020, Plaintiff JOHNS provided written notice by online submission to the LWDA and by certified mail to Defendant 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 201-204, 206, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1198.5, 1199, 2751, 2698 *et seq.*, 2800, 2802, 2810.5, 6401, 6403, and the applicable Industrial Welfare Commission Wage Orders have been satisfied.

GENERAL ALLEGATIONS

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

25. Defendants, jointly and severally, employed Plaintiff SALDANA as an hourly-paid, non-exempt employee, from approximately May 2012 to approximately February 2018, in the State of California, County of Riverside.

26. Defendants, jointly and severally, employed Plaintiff JOHNS as an hourly-paid, non-exempt employee, from approximately July 2013 to the present, in the State of California,

County of Riverside

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

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

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

30. Defendants directly hired and paid wages and benefits to Plaintiffs, the other class members, and the other allegedly aggrieved employees.

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

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

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

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

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1 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to use the commissions/non-discretionary bonuses/non-discretionary performance pay to
3 calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime
4 wages where Plaintiffs, the other class members, and the other allegedly aggrieved employees
5 earned commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
6 wages in the same workweek.

7 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 failed to provide Plaintiffs, the other class members, and the other allegedly aggrieved
9 employees all required rest and meal periods during the relevant time period as required under
10 the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all
11 applicable premium wages. Defendants' failure included, *inter alia*, failing to provide
12 uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal
13 periods to Plaintiffs, the other class members, and the other allegedly aggrieved employees.
14 Plaintiffs, the other class members, and the other allegedly aggrieved employees were required
15 to perform work during meal periods and rest periods.

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

25 38. Plaintiffs re informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs, the other class members, and the other allegedly
27 aggrieved employees were entitled to receive all meal periods or payment of one additional
28 hour of pay at Plaintiffs', the other class member's, and the other allegedly aggrieved

employees' 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 Plaintiffs', the other class member's, and the other allegedly aggrieved employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other allegedly aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs', the other class member's, and the other allegedly aggrieved employees' 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 Plaintiffs', the other class members', and the other allegedly aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other allegedly aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other allegedly aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime and 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.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs, the other class members, and the other allegedly aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs, the other class members, and the other allegedly aggrieved employees 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 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs, the other class members, and the other allegedly
3 aggrieved employees were entitled to receive complete and accurate wage statements in
4 accordance with California law, but, in fact, they did not receive complete and accurate wage
5 statements from Defendants. The deficiencies included, *inter alia*, the failure to include the
6 actual number of hours worked by Plaintiffs, the other class members, and the other allegedly
7 aggrieved employees, including work to be performed off-the-clock.

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

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

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

22 47. During the relevant time period, Defendants failed to pay overtime wages to
23 Plaintiffs, the other class members, and the other allegedly aggrieved employees for all
24 overtime hours worked. Plaintiffs, the other class members, and the other allegedly aggrieved
25 employees did not receive compensation at one-and-one-half the regular rate of pay for all
26 hours spent performing job duties in excess of eight (8) hours per day, forty (40) hours per
27 week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek.

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1 48. During the relevant time period, Defendants failed to use the commissions/non-
2 discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay
3 used to calculate the overtime rate for the payment of overtime wages where Plaintiffs, the other
4 class members, and the other allegedly aggrieved employees earned shift differential
5 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
6 wages in the same workweek.

7 49. During the relevant time period, Defendants failed to provide all requisite
8 uninterrupted meal and rest periods to Plaintiffs, the other class members, and the other
9 allegedly aggrieved employees.

10 50. During the relevant time period, Defendants failed to pay Plaintiffs, the other
11 class members, and the other allegedly aggrieved employees at least minimum wages for all
12 hours worked.

13 51. During the relevant time period, Defendants failed to pay Plaintiffs, the other
14 class members, and the other allegedly aggrieved employees all wages owed to them upon
15 discharge or resignation.

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

19 53. During the relevant time period, Defendants failed to provide complete or
20 accurate wage statements to Plaintiffs, the other class members, and the other allegedly
21 aggrieved employees.

22 54. During the relevant time period, Defendants failed to keep complete or accurate
23 payroll records for Plaintiffs, the other class members, and the other allegedly aggrieved
24 employees.

25 55. During the relevant time period, Defendants failed to reimburse Plaintiffs, the
26 other class members, and the other allegedly aggrieved employees for all necessary business-
27 related expenses and costs.

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

57. 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 INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

58. Plaintiff SALDANA incorporates by reference the allegations contained in Paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

63. During the relevant time period, Plaintiff SALDANA and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

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

65. Defendants' failure to pay Plaintiff SALDANA 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.

66. Pursuant to California Labor Code section 1194, Plaintiff SALDANA 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 INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

67. Plaintiff SALDANA incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

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

69. 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.

70. 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.

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

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

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

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

75. As a result, Defendants failed to relieve Plaintiff SALDANA and the other class members of all duties, failed to relinquish control over Plaintiff SALDANA and the other class members' activities, failed to permit Plaintiff SALDANA and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods 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 periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

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

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

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

79. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff SALDANA 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.

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THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

80. Plaintiff SALDANA incorporates by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

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

82. 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.

83. 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.

84. During the relevant time period, Defendants required Plaintiff SALDANA 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.

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

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

87. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

88. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff SALDANA 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 INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

89. Plaintiff SALDANA incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

90. 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.

91. 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. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff SALDANA and the other class members worked off-the-clock performing work duties.

92. Defendants' failure to pay Plaintiff SALDANA 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 SALDANA 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.

93. Pursuant to California Labor Code section 1197.1, Plaintiff SALDANA and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely

1 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
2 employee minimum wages.

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

6 **FIFTH CAUSE OF ACTION**

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

8 **(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)**

9 95. Plaintiff SALDANA incorporates by reference the allegations contained in
10 paragraphs 1 through 94, and each and every part thereof with the same force and effect as
11 though fully set forth herein.

12 96. At all relevant times herein set forth, California Labor Code sections 201 and
13 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
14 time of discharge are due and payable immediately, and if an employee quits his or her
15 employment, his or her wages shall become due and payable not later than seventy-two (72)
16 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
17 intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 97. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiff SALDANA and the other class members who are no longer employed by
21 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
22 Defendants' employ. Plaintiff SALDANA and other class members were not paid at the time
23 of their discharge wages earned and unpaid throughout their employment, including but not
24 limited to, minimum wages for time worked off-the-clock to perform work duties and for meal
25 and rest period premium payments.

26 98. Defendants' failure to pay Plaintiff SALDANA and the other class members
27 who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-
28 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code

sections 201 and 202.

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

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

101. Plaintiff SALDANA incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

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

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

104. 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.

105. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff SALDANA and the other class members all wages due to them, within any time

1 period permissible under California Labor Code section 204.

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

4 **SEVENTH CAUSE OF ACTION**

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

6 **(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)**

7 107. Plaintiff SALDANA incorporates by reference the allegations contained in
8 paragraphs 1 through 106, and each and every part thereof with the same force and effect as
9 though fully set forth herein.

10 108. At all material times set forth herein, California Labor Code section 226(a)
11 provides that every employer shall furnish each of his or her employees an accurate itemized
12 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
13 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
14 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
15 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
16 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
17 his or her social security number, (8) the name and address of the legal entity that is the
18 employer, and (9) all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee. The deductions
20 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
21 showing the month, day, and year, and a copy of the statement or a record of the deductions
22 shall be kept on file by the employer for at least three years at the place of employment or at a
23 central location within the State of California.

24 109. Defendants have intentionally and willfully failed to provide Plaintiff
25 SALDANA and the other class members with complete and accurate wage statements. The
26 deficiencies include, but are not limited to: the failure to include the total number of hours
27 worked by Plaintiff SALDANA and the other class members.

28 ///

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

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

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

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

EIGHTH CAUSE OF ACTION

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

(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

114. Plaintiff SALDANA incorporates by reference the allegations contained in paragraphs 1 through 113, and each and every part thereof with the same force and effect as though fully set forth herein.

115. 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

1 employed, payroll records showing the hours worked daily by and the wages paid to, and the
2 number of piece-rate units earned by and any applicable piece rate paid to, employees
3 employed at the respective plants or establishments. These records shall be kept in accordance
4 with rules established for this purpose by the commission, but in any case shall be kept on file
5 for not less than two years.

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

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

12 118. More specifically, Plaintiff SALDANA and the other class members have been
13 injured by Defendants' intentional and willful violation of California Labor Code section
14 1174(d) because they were denied both their legal right and protected interest, in having
15 available, accurate and complete payroll records pursuant to California Labor Code section
16 1174(d).

17 **NINTH CAUSE OF ACTION**

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

19 **(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)**

20 119. Plaintiff SALDANA incorporates by reference the allegations contained in
21 paragraphs 1 through 118, and each and every part thereof with the same force and effect as
22 though fully set forth herein.

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

27 121. Plaintiff SALDANA and the other class members incurred necessary business-
28 related expenses and costs that were not fully reimbursed by Defendants. For example, the

costs of necessary personal protective equipment (such as, safety glasses, ear plugs, back braces, and gloves), and the costs of the use of personal cell phones for business-related purposes.

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

123. Plaintiff SALDANA 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 INTERNATIONAL E-Z UP INC. and DOES 1 through 100)

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

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

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

127. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff SALDANA and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff SALDANA and the other class members, to work

1 through their meal and rest periods without paying them proper compensation violate
2 California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing
3 to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1.
4 Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the
5 other class members violate California Labor Code sections 201, 202 and 204. Defendants
6 also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

7 128. As a result of the herein described violations of California law, Defendants
8 unlawfully gained an unfair advantage over other businesses.

9 129. Plaintiff SALDANA and the other class members have been personally injured
10 by Defendants' unlawful business acts and practices as alleged herein, including but not
11 necessarily limited to the loss of money and/or property.

12 130. Pursuant to California Business & Professions Code sections 17200, et seq.,
13 Plaintiff SALDANA and the other class members are entitled to restitution of the wages
14 withheld and retained by Defendants during a period that commences four years preceding the
15 filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil
16 procedure section 1021.5 and other applicable laws; and an award of costs.

17 **ELEVENTH CAUSE OF ACTION**

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

19 **(Against INTERNATIONAL E-Z UP INC. and DOES 1 through 100)**

20 131. Plaintiff JOHNS incorporates by reference the allegations contained in
21 paragraphs 1 through 130, and each and every part thereof with the same force and effect as
22 though fully set forth herein.

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

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134. Plaintiff JOHNS 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.

135. 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. Defendants' failure to pay all minimum and overtime wages due to Plaintiff and the other aggrieved employees, in violation of Labor Code §§ 206, 218.5, 218.6, 221, 510, 551, 552, 558, 558.1, 1102.5, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2751, and 2810.5.

136. 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).

137. 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.

138. 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.

Defendants' failure to pay all minimum and overtime wages due to Plaintiff JOHNS and the other aggrieved employees, in violation of Labor Code §§ 206, 218.5, 218.6, 221, 510, 551, 552, 558, 558.1, 1102.5, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2751, and 2810.5.

Failure to Timely Pay Wages Upon Termination

139. 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

140. 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

141. 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

142. 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

143. 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.

144. Furthermore, Plaintiff JOHNS and the allegedly aggrieved employees made complaints to Defendants regarding the foregoing violations of the Labor Code and were retaliated against for doing so in violation of Labor Code 1102.5.

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

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

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

27 147. Further, Plaintiff JOHNS is entitled to seek and recover reasonable attorneys'
28 fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other

1 applicable statute.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff SALDANA, individually, and on behalf of other members of the general
4 public similarly situated, and Plaintiff JOHNS, individually, and on behalf of other aggrieved
5 employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff SALDANA, individually, and on behalf of other members of
8 the general public similarly situated, and Plaintiff JOHNS, individually, and on behalf of other
9 aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief
10 and judgment against Defendants, jointly and severally, as follows:

11 **Class Certification**

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

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

- 20 5. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
22 all overtime wages due to Plaintiff SALDANA and the other class members;
- 23 6. For general unpaid wages at overtime wage rates and such general and special
24 damages as may be appropriate;
- 25 7. For pre-judgment interest on any unpaid overtime compensation commencing
26 from the date such amounts were due;
- 27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 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 SALDANA and the other class members;

11. That the Court make an award to Plaintiff SALDANA 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 SALDANA and the other class members;

18. That the Court make an award to Plaintiff SALDANA 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;

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

44. 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 SALDANA and the other class members as required by California Labor Code section 1174(d);

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

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

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

///

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

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

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

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

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

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

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

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

3 59. For civil penalties and wages pursuant to California Labor Code sections
4 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code
5 sections 201-204, 206, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551,
6 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1198.5, 1199, 2751,
7 2698 *et seq.*, 2800, 2802, 2810.5, 6401, 6403 and the applicable Industrial Welfare
8 Commission Wage Orders; and

9 60. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 Dated: March 3, 2021

LAWYERS *for* JUSTICE, PC

12
13 By: _____
14 Edwin Aiwarzian
15 *Attorneys for Plaintiffs*
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EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Jose Saldana, et al. v. International E-Z Up, Inc.
Superior Court of California for the County of Riverside, Case No. RIC1902873

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

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

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Jose Saldana and Thomas Johns ("Plaintiffs") and Defendant International E-Z Up Inc. ("Defendant") (Plaintiffs and Defendant together are referred to as the "Parties") in the case entitled *Jose Saldana, et al. v. International E-Z Up Inc.*, Riverside County Superior Court, Case No. RIC1902873 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 10, 2015 until May 8, 2020 or [date of Preliminary Approval], whichever is sooner.

"Aggrieved Employees" means Plaintiffs and Class Members who worked for Defendant within the PAGA Period.

"PAGA Period" means the time period from May 10, 2018 until May 8, 2020 or [date of Preliminary Approval], whichever is sooner.

II. BACKGROUND OF THE ACTION

On May 10, 2019, Plaintiff Saldana started the Action by filing the Class Action Complaint for Damages in the Riverside County Superior Court. On [FAC Date], Plaintiffs filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act of 2004, California Labor Code sections 2698, Et Seq. ("First Amended Complaint"). Plaintiffs claim that Defendant failed to properly pay overtime wages, provide compliant meal and rest breaks and associated premiums, properly pay minimum wages, timely pay wages upon termination and during employment and associated penalties, provide accurate wage statements, keep required payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and asserts that Defendant owes penalties under the California Private Attorneys General Act of 2004, California Labor Code sections 2698, Et Seq. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, recovery of loss, damage, or injury, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the Plaintiffs' claims in the Action and denies that it violated any law. Defendant asserts that at all times it has complied with federal, state, and local laws.

The Parties participated in a full-day mediation session (a process where parties try to resolve their dispute with a third-party neutral mediator) with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Third Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representatives”), and the following attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for International E-Z Up Inc. are:

Brent M. Giddens

Ashley A. Halberda

Brian E. Cole II

CDF Labor Law LLP

18300 Von Karman Ave., Suite 800

Irvine, California 92612

Telephone: (949) 622-1661

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be taken as an admission by Defendant that the claims in the Action have merit or that Defendant owes anything to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continuing the lawsuit, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that a class action is the best option to manage the Class for settlement purposes. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s length negotiations between the Parties.

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

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

III. SUMMARY OF THE SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred and Fifty Thousand Dollars (\$950,000) (the “Gross Settlement Fund”). The portion of the Gross Settlement Fund that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Fund minus the following payments which are subject to approval by the Court: (1) Attorneys’ Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Fund (that is, Three Hundred Thirty-Two Five Hundred Dollars (\$332,500)); (2) Litigation Costs, consisting of reimbursement of actual costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000) to Class Counsel; (3) Enhancement Awards in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Saldana

and in an amount not to exceed Five Thousand Dollars (\$5,000) to Plaintiff Johns for their services in the Action; (4) PAGA Settlement Amount in the amount of Seventy-Five Thousand Dollars (\$75,000) allocated toward penalties under PAGA, of which seventy-five percent (75%), or Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250), will be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Thousand Dollars (\$18,750), will be distributed to Class Members (“PAGA Payment”); and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator.

B. Individual Settlement Payments and Individual PAGA Payments

Each Class Member is eligible to receive payment under the Settlement of his or her share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks during the Class Period commencing on Sunday and ending on the following Saturday in which a Class Member worked one or more days. (“Workweeks”).

The Settlement Administrator multiplied the Net Settlement Amount by a fraction that has as its numerator the number of Workweeks an individual Class Member has worked and as its denominator the total number of Workweeks of all Class Members (“Total Workweeks”) (which is listed in Section IV.A below).

Based on the Net Settlement Amount, the range of estimated Individual Settlement Payments to Class Members is [lowest estimated share to be provided by Settlement Administrator] (\$_____) to [highest estimated share to be provided by Settlement Administrator] (\$_____) . The estimated average Individual Settlement Payment is [average estimated share to be provided by Settlement Administrator] (\$_____).

Each Individual Settlement Payment will be allocated one-third (33.33%) as wages which will be reported on an IRS Form W-2 and two-thirds (66.66%) as penalties and interest, which will be reported on an IRS Form 1099. Class Members who do not request exclusion from the Settlement as set forth below in Section IV.B (“Settlement Class Members”) will be issued payment of their Individual Settlement Payment, after reduction for the employee’s share of payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Payment, resulting in a net payment to the Settlement Class Member.

Each Aggrieved Employee will also receive a share of the PAGA Payment (“Individual PAGA Payment”), regardless of whether he or she submits a timely and valid Opt Out Request. The Individual PAGA Payment is a pro rata share of the PAGA Payment based on the number of pay periods during the PAGA Period during which an Aggrieved Employee worked for Defendant as an hourly-paid or non-exempt employee in California. The Settlement Administrator has multiplied the PAGA Payment of Eighteen Thousand Seven Hundred Fifty Thousand Dollars (\$18,750) by a fraction that has as its numerator the Aggrieved Employee’s Pay Periods and as the denominator the total Pay Periods of all Aggrieved Employees. (which is listed in Section IV.A below). Individual PAGA Payments will be allocated one hundred percent (100%) as penalties. Thus, the Individual PAGA Payments will be paid without any withholding amount and reported on an IRS Form 1099.

The range of estimated Individual PAGA Payments to Aggrieved Employees is [lowest estimated payment to be provided by Settlement Administrator] (\$_____) to [highest estimated payment to be provided by Settlement Administrator] (\$_____). The estimated average Individual PAGA Payment is [average estimated payment to be provided by Settlement Administrator] (\$_____).

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

C. Released Claims

Upon the Effective Date, Plaintiffs and all Class Members who have not submitted a valid and timely Opt Out Request (that

is, Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Upon the Effective Date, all Aggrieved Employees, regardless of whether they have opted out of the Class Settlement, will be deemed to have fully and finally released and discharged the Released Parties from the Released PAGA Claims.

“Released Class Claims” means any and all applicable state law wage-and-hour claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period based on the facts alleged in the Operative Complaint, including without limitation, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, civil or statutory penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: unpaid overtime, unpaid meal period premiums, unpaid rest break premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, including but not limited to violations of and claims arising under California law, *Labor Code* sections 201-204, 206, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1198.5, 1199, 2751, 2698 *et seq.*, 2800, 2802, 2810.5, 6401, 6403, and claims for civil penalties under PAGA pursuant to or based on these sections; the applicable Industrial Welfare Commission Wage Orders; Cal. Code Regs. Title 8, § 11070; and the Business & Professions Code §17200, *et seq.* as it relates to the underlying California Labor Code claims referenced above, interest, attorneys’ fees and costs, including as permissible under California Code of Civil Procedure §1021.5.

“Released PAGA Claims” means the Released Class Claims which arise under PAGA during the PAGA Period.

“Released Parties” means Defendant and its officers, directors, employees, or agents.

D. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount up to thirty-five percent (35%) of the Gross Settlement Fund (that is, up to Three Hundred Thirty-Two Thousand Five Hundred Dollars (\$332,500) and reimbursement of actual costs and expenses in an amount up to Forty Thousand Dollars (\$40,000) (collectively, “Attorneys’ Fees and Costs”). Subject to approval by the Court, the Attorneys’ Fees and Costs will be paid to Class Counsel from the Gross Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all costs and expenses of the lawsuit.

E. Enhancement Payment to Plaintiffs

Plaintiffs will seek an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Saldana and up to Five Thousand Dollars (\$5,000) to Plaintiff Johns (“Enhancement Awards”), in recognition of their services in connection with the Action. Subject to approval by the Court, the Enhancement Awards will be paid from the Gross Settlement Fund and, if awarded, will be paid to Plaintiffs in addition to their Individual PAGA Payment and Individual Settlement Payments that they are entitled to under the Settlement.

F. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt-Out Requests, Objections, and disputes of Workweeks, calculating and distributing payments and tax forms under the Settlement, and other activities required to administer the Settlement. Subject to approval by the Court, the Settlement Administration Costs will be paid to the Settlement Administrator from the Gross Settlement Fund.

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

If you are a Class Member, **you do not need to take any action to receive an Individual PAGA Payment and Individual Settlement Payment**, but you have the opportunity to request exclusion from the Class Settlement (i.e., the portion of the Settlement as it pertains to the class action claims) (in which case you will not receive an Individual Settlement Payment,

but you will still receive an Individual PAGA Payment, if eligible), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully below.

A. Participate in the Settlement

You are eligible to participate in the Settlement. According to the Defendant's records:

From May 10, 2015 through May 8, 2020, you were employed by Defendant as an hourly-paid or non-exempt employee within the State of California for [REDACTED] Workweeks.

From May 10, 2018 through May 8, 2020, you were employed by Defendant as an hourly-paid or non-exempt employee within the State of California for [REDACTED] Workweeks.

As explained above in Section III.B, your estimated Individual PAGA Payment and Individual Settlement Payment is based on the number of Workweeks credited to you. Based on the number of Workweeks noted above:

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

Your Individual PAGA Payment is estimated to be \$[REDACTED]. The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual PAGA Payment and Individual Settlement Payment reflected in this Notice are only estimates. Your actual Individual PAGA Payment and Individual Settlement Payment may be higher or lower.

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment based on the number of Workweeks noted above, unless you decide to exclude yourself from the Settlement, and if you are an Aggrieved Employee you will be automatically issued your Individual PAGA Payment based on the number of Pay Periods noted above regardless of whether you opt out of the Class Settlement. If you do not exclude yourself from the Settlement and the Settlement is granted Final Approval by the Court, you will be deemed a Settlement Class Member, you will be bound by all terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.C above. All Aggrieved Employees (even those who decide to exclude themselves from the Class Settlement) will receive an Individual PAGA Payment and release the Released PAGA Claims as described above.

If you want to participate in the Class Settlement, but you wish to dispute the above number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (1) your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Jose Saldana, et al. v. International EZ Up, Inc.*, Case No. RIC1902873); (3) clearly states that you believe the Workweeks allocated to you are not correct; (4) clearly state the number of Workweeks you contend are correct; (5) attached any written documentation to support your contention; and (6) is returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV.B below, postmarked or fax-stamped **on or before [the Response Deadline]**.

As a Class Member, you will not be separately responsible for the payment of attorney's fees or the costs and expenses of the Action, unless you hire your own attorney, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement, you must submit a timely and valid request to be excluded from the Settlement to the Settlement Administrator, by either completing and returning an Exclusion Form (which is enclosed with this Notice) or submitting a written statement ("Opt Out Request") that: (1) includes your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Jose Saldana, et al. v. International EZ Up, Inc.*, Case No. RIC1902873); and (3) clearly states that you wish to be excluded from

the Class Settlement.

Your Opt Out Request or Exclusion Form must be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped **on or before [Response Deadline]**, at the following mailing address or fax number:

[Simpluris, Inc.]
[Mailing Address]
[Fax number]

If the Court grants final approval of the Settlement, any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a valid and timely Opt Out Request will be deemed a Settlement Class Member and will be bound by all of the terms of the Class Settlement, as well as any judgment that may be entered by the Court based thereon. Any Class Member who submits a valid and timely Opt Out Request will not have any right to object to, appeal, or comment on the Settlement, will not be entitled to receive an Individual Settlement Payment, and will not be bound by the Settlement and release of Released Class Claims (described in Section III.C above). If you are an Aggrieved Employee, you will however still receive an Individual PAGA Payment.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted an Opt Out Request. To object to the Settlement, you must submit a valid and timely objection to the Settlement Agreement (“Objection”) to the Settlement Administrator, by either completing and returning an Objection Form (which is enclosed with this Notice) or submitting a written statement that: (1) includes your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Jose Saldana, et al. v. International EZ Up, Inc.*, Case No. RIC1902873); (3) clearly states that you object to the Class Settlement; and (4) clearly states the factual and/or legal basis of your objection.

Your Objection must be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award the Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued. If the hearing is continued, the Settlement Administrator will only give notice of the continuance to Class Members who have submitted a valid Objection. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit 1 to the Declaration of Edwin Aiwanian in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on [DATE] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside County Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Riverside County Superior Court’s website (<http://public-access.riverside.courts.ca.gov/OpenAccess/CivilMainMenu.asp>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. RIC1902873).

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

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

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

JOSE SALDANA, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

vs.

INTERNATIONAL E-Z UP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. RIC1902873

EXCLUSION FORM

Department: 1
Judge: Hon. Craig G. Riemer

Complaint Filed: May 10, 2019
Trial Date: None Set

TO: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[LAST FOUR DIGITS OF SSN]

**USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF
FROM THE SETTLEMENT.**

If you wish to exclude yourself from the settlement, you must read and sign the following
statement and return this form by fax or mail to the Settlement Administrator, postmarked or fax-
stamped on or before [RESPONSE DEADLINE], at the following mailing address or fax
number:

International E-Z Up Class Action Settlement
Simpluris, Inc.
[INSERT MAILING ADDRESS]
[INSERT FAX NUMBER]

I request to be excluded from the class action settlement in the matter of *Jose Saldana, et al. v. International E-Z Up Inc.* By excluding myself from the settlement, I understand that I will not be bound by the Class Settlement and release, and that I will not receive an Individual Settlement Payment from the Class Settlement, but that I will still receive an Individual PAGA Payment.

Date: _____

Signature: _____

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

JOSE SALDANA, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

vs.

INTERNATIONAL E-Z UP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. RIC1902873

OBJECTION FORM

Department: 1

Judge: Hon. Craig G. Riemer

Complaint Filed: May 10, 2019

Trial Date: None Set

TO: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT.

If you wish to object to the settlement, you must state all grounds for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before [RESPONSE DEADLINE].

**International E-Z Up Class Action Settlement
Simpluris, Inc.
[INSERT MAILING ADDRESS]**

I wish to object to the settlement on the following grounds:

Date: _____

Signature: _____