

BETSY JOHNSON, CA Bar No. 119847
betsy.johnson@ogletree.com
JENNIFER L. KATZ, CA Bar No. 258917
jennifer.katz@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800 | Facsimile: 213-239-9045

Attorneys for defendants
INSOURCE PERFORMANCE SOLUTIONS,
LLC and KEURIG DR PEPPER INC.

Jonathan M. Lebe (State Bar No. 284605)
jon@lebelaw.com
Zachary T. Gershman (State Bar No. 328004)
zachary@lebelaw.com
Shigufa K. Saleheen (State Bar No. 341013)
shigufa@lebelaw.com
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973

Attorneys for Plaintiffs Daisy Page and LaDonna Sanders,
Individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Daisy Page and LaDonna Sanders, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

Insource Performance Solutions, LLC.; Keurig
Dr. Pepper Inc.; and Does 1 through 20,
inclusive,

Defendants.

Case No. RG21096367

**JOINT STIPULATION RE: CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

**TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL
OF RECORD:**

This Joint Stipulation re: Class and Representative Action Settlement (hereinafter, “Stipulation” or “Settlement”) is made and entered into by and between plaintiffs Daisy Page and LaDonna Sanders (together, “Plaintiffs”), on behalf of themselves and on behalf of others similarly situated; and defendant Insource Performance Solutions, LLC (“Defendant”), hereinafter collectively referred to as the “Parties.” Subject to the approval of the Court, the matter of *Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.*, Case No. RG21096367 (the “Action”), is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation. This Settlement shall be binding on Plaintiffs, the proposed class described herein, Defendant, and their respective counsel, subject to the terms and conditions hereof and the approval of the Court.

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. The following terms, as used throughout this Stipulation, are defined as follows:

a) Action. The term “Action” shall mean and refer to the legal action pending in the Superior Court for the County of Alameda, Case No. RG21096367, entitled *Daisy Page and LaDonna Sanders v. Insource Performance Solutions, LLC; Keurig Dr Pepper Inc., et al.*

b) Check Cashing Deadline. The term “Check Cashing Deadline” shall mean one hundred eighty (180) days after an Individual Settlement Award is issued to a Class Member by check.

c) Class. The term “Class” shall mean and refer, collectively, to all Class Members.

d) Class Counsel. The term “Class Counsel” shall refer to Lebe Law, APLC, located at 777 S. Alameda Street, Second Floor, Los Angeles, California 90021, and all of its lawyers, specifically including, but not limited to, Jonathan M. Lebe, Zachary T. Gershman, and Shigufa Saleheen.

e) Class Members. The term “Class Members” shall mean: “All persons who have worked for defendant Insource Performance Solutions, LLC as non-exempt employees in the State

of California at any time during the Class Period.”

f) Class Period. The term “Class Period” shall mean the time period from October 18, 2016 to the earlier of February 28, 2022 or the Preliminary Approval Date.

g) Class Representatives. The term “Class Representatives” shall mean and refer, collectively, to plaintiffs Daisy Page and LaDonna Sanders. The term “Class Representatives” shall be synonymous with the term “Plaintiffs.”

h) Court. The term “Court” shall refer to the Superior Court for the State of California, County of Alameda, and any judge of that Court.

i) Defendant. The term “Defendant” shall mean and refer to Insource Performance Solutions, LLC. The term “Defendant” shall be synonymous with the term “Insource.”

j) Defendant’s Counsel. The term “Defendant’s Counsel” shall refer, collectively, to Betsy Johnson and Jennifer L. Katz of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

k) Defendants. The term “Defendants” shall mean and refer, collectively, to Insource Performance Solutions, LLC and Keurig Dr Pepper Inc.

l) Document Receipt Deadline. The term “Document Receipt Deadline” shall mean thirty (30) days after the Notices are mailed to Class Members by the Settlement Administrator.

m) Effective Date. The term “Effective Date” shall mean the date on which the Court’s Judgment becomes final, as further detailed in Paragraph 8, herein.

n) Final Settlement Approval Hearing. The term “Final Settlement Approval Hearing” shall mean and refer to a hearing before the Court to finally approve the Settlement as fair, reasonable, and adequate, as further detailed in Paragraph 28, herein.

o) Final Settlement Papers. The term “Final Settlement Papers” shall refer to and include a Motion for Final Approval of the Settlement, Motion for Attorneys’ Fees and Costs, and [Proposed] Final Settlement Order.

p) Individual Settlement Award. The term “Individual Settlement Award” shall mean a Class Member’s share of the Net Settlement Amount, as further detailed in Paragraph 18, subparagraph (f), herein.

q) Insource. The term “Insource” shall mean and refer to defendant Insource

Performance Solutions, LLC. The term “Insource” shall be synonymous with the term “Defendant.”

r) Net Settlement Amount. The term “Net Settlement Amount” shall mean and refer to the balance of the Total Class Action Settlement Amount, after all Court-approved deductions for attorneys’ fees and actual costs to Class Counsel, the claims administration costs and fees, the Class Representatives’ enhancement award, and the PAGA Allocation. The Net Settlement Amount is the maximum amount that will be available for distribution to Class Members.

s) Notice. The term “Notice” shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit A**.

t) Objection Period. The term “Objection Period” shall mean the period within which Class Members shall be able to file and serve objections to this Settlement. Subject to Court approval, the Objection Period shall end thirty (30) calendar days following the initial mailing by the Settlement Administrator of the Notice.

u) PAGA Allocation. The term “PAGA Allocation” means the amount of \$50,000.00 to be allocated to claims arising under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”) in settlement of alleged but disputed PAGA civil penalties. Pursuant to PAGA, 75 percent of the PAGA Allocation, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), shall be paid to the State of California Labor and Workforce Development Agency (the “LWDA”), with the remaining 25 percent, or Twelve Thousand Five Hundred Dollars (\$12,500.00), allocated to the Net Settlement Amount.

v) PAGA Period. The term “PAGA Period” shall mean the time period from October 18, 2019 to the earlier of February 28, 2022 or the Preliminary Approval Date.

w) Parties. The term “Parties” shall mean and refer collectively to plaintiffs Daisy Page and LaDonna Sanders, on behalf of the Class, and Defendant.

x) Plaintiffs. The term “Plaintiffs” shall mean and refer, collectively, to plaintiffs Daisy Page and LaDonna Sanders. The term “Plaintiffs” shall be synonymous with the term “Class Representatives.”

y) Preliminary Approval Date. The term “Preliminary Approval Date” shall mean the

1 date that the Court enters the Preliminary Approval Order, attached hereto as **Exhibit C**, including
2 any revisions required by the Court.

3 z) Released Parties. The term “Released Parties” shall mean and refer to Insource
4 Performance Solutions, LLC and Keurig Dr Pepper Inc., and each of their current and former
5 parent companies, subsidiary companies, related companies, affiliates, partnerships, joint ventures,
6 staffing agencies, and/or clients of Defendant at which Defendant’s employees worked in
7 California during the Class Period, and, with respect to each of them, all of their and/or such
8 related entities’ predecessors and successors, and, with respect to each such entity, all of its past,
9 present, and future employees, officers, partners, principals, directors, stockholders, owners,
10 representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees,
11 administrators, fiduciaries, and insurers of such programs), and any other persons acting by,
12 through, under, or in concert with any of the persons or entities listed in this subsection, and their
13 successors.

14 aa) Settlement Administrator. The term “Settlement Administrator” shall refer to
15 Simpluris, or any other third-party class action settlement administrator agreed to by the Parties
16 and approved by the Court for the purposes of administering this Settlement.

17 bb) Stipulation. The term “Stipulation” shall refer to this document, entitled “Joint
18 Stipulation re: Class and Representative Action Settlement,” including all exhibits attached hereto.

19 cc) Total Class Action Settlement Amount. The term “Total Class Action Settlement
20 Amount” shall mean One Million Dollars and Zero Cents (\$1,000,000.00). This is the maximum
21 possible amount that may be paid by Insource to resolve this Action, with the exception of (i)
22 certain additional tax payments to be made pursuant to Paragraph 20, subparagraph (h); or (ii) the
23 potential triggering of the Escalator Clause pursuant to Paragraph 13. The Total Class Action
24 Settlement Amount is a common fund, non-reversionary amount.

25 2. Date Of This Stipulation. This Stipulation is made as of the date set forth below by
26 and between Plaintiffs, on behalf of themselves and the Class, on the one hand, and Defendant, on
27 the other hand, subject to the approval of the Court.

II. BACKGROUND OF THE LEGAL ACTION

3. Brief Procedural History. Plaintiffs filed the instant Action, entitled *Daisy Page and LaDonna Sanders v. Insource Performance Solutions, LLC; Keurig Dr Pepper Inc.; and Does 1 through 20, inclusive*, in Alameda County Superior Court, Case No. RG21096367, on April 15, 2021. In it, Plaintiffs alleged causes of action against Defendants for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime and Doubletime Wages; (3) Failure to Provide Accurate Itemized Wage Statements; (4) Failure to Reimburse All Business Expenses; (5) Failure to Pay All Wages Owed Upon Separation of Employment; and (6) Violation of California Business and Professions Code §§ 17200, *et seq.* On September 2, 2021, Defendants timely filed an Answer to Plaintiffs' Complaint. On or about November 16, 2021, the Parties stipulated to allow Plaintiffs to file a First Amended Class and Representative Action Complaint, adding causes of action for (a) Failure to Provide Meal Periods; (b) Failure to Provide Rest Periods; and (c) civil penalties pursuant to PAGA based on alleged violations set forth in their Complaint and letter to the California Labor & Workforce Development Agency ("LWDA") dated February 26, 2021, alleging violations by Defendants of California Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699 *et seq.*, 2802, and 2804, and the applicable IWC Wage Order(s). Defendants generally deny Plaintiffs' claims, including the allegations in the Complaint, First Amended Complaint, and PAGA letter.

4. Mediation And Settlement Agreement Reached By The Parties. On December 17, 2021, the Parties and their counsel participated in a formal mediation session conducted remotely via Zoom before Mr. Louis Marlin, Esq. At the conclusion of the mediation session, the Parties, by and through their counsel, reached an agreement to resolve the Action on a class-wide basis pursuant to terms set forth in a Memorandum of Understanding. This Stipulation formalizes the Settlement agreement reached by the Parties.

5. Investigation. The Parties have conducted a detailed and comprehensive investigation of the claims asserted against Defendants and of the applicable law. The Parties engaged in formal and informal discovery to prepare for mediation, which included: (a) analysis by

1 the Parties of certain records, data, and policies pertaining to Plaintiffs, Class Members, and the
2 claims asserted in the Action; (b) research of the law applicable to Plaintiffs' claims and
3 Defendants' affirmative defenses, as well as the damages alleged by Plaintiffs; (c) exchange,
4 examination, and analysis of information and documents relating to Insource's formal policies and
5 Plaintiffs' claims for wage and hour violations; and (d) consideration of information disclosed at
6 and in connection with mediation.

7 6. Benefits Of Settlement. The Class Representatives and Class Counsel recognize the
8 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
9 such litigation. The Class Representatives and Class Counsel also are aware of the burdens of
10 proof necessary to establish liability for the claims asserted in the Action, the defenses thereto, and
11 the difficulties inherent in the Action. Based on the foregoing, the Class Representatives and Class
12 Counsel have determined that the Settlement set forth in this Stipulation is a fair, adequate, and
13 reasonable settlement, and that it is in the best interest of the Class Members. Based on their
14 discovery and investigation, Class Counsel has determined that the Settlement is well within the
15 range of reasonableness. The settlement embodied and documented in this Stipulation is the
16 product of extensive, arms-length negotiations, and is not the product of collusion. Likewise,
17 Insource has concluded that any further defense of this Action would be protracted and expensive.
18 Substantial amounts of time, energy, and resources have been, and will continue to be, devoted to
19 the defense of the Action unless this Settlement is made. Therefore, Defendant has agreed to settle,
20 in the manner and upon the terms set forth in this Stipulation, in order to fully and finally resolve
21 the claims asserted in the Action.

22 7. Denial Of Wrongdoing. Defendants have denied and continue to deny each of the
23 claims asserted by Plaintiffs in this Action, as referenced in Paragraph 3, above. Defendants have
24 asserted and continue to assert defenses to the Class Representatives' claims, and have expressly
25 denied and continue to deny any wrongdoing whatsoever. Neither this Stipulation nor any action
26 taken to carry out the Settlement may be construed as an admission by Defendant or any of the
27 Released Parties of any fault, wrongdoing, or liability whatsoever.

1 **III. DATE OF SETTLEMENT**

2 8. Effective Date. The Settlement as to Class Members shall become effective when
3 the Settlement is considered “final.” For purposes of this Stipulation:

4 a) If no timely appeals of the Court’s order granting final approval of the
5 Settlement are filed, the Settlement as to Class Members shall become “final” on the sixty-
6 first (61st) date following entry of the trial court’s final Judgment *and* service by Plaintiffs
7 and/or Class Counsel of a valid Notice of Entry of Judgment; or

8 b) In the event that a timely appeal of the court’s order granting final approval
9 of the Settlement has been filed, the Settlement as to Class Members shall become “final”
10 when the applicable appellate court has rendered a final decision or opinion affirming the
11 trial court’s final approval order without material modification, and the applicable date for
12 seeking further appellate review has passed, or the date that any such appeal has been either
13 dismissed or withdrawn by the appellant.

14 **IV. CLASS MEMBERS INCLUDED IN SETTLEMENT**

15 9. Scope Of The Class. The Class is defined as follows: “All persons who have
16 worked for defendant Insource Performance Solutions, LLC as non-exempt employees in the State
17 of California at any time during the Class Period.”

18 10. Class Members’ Objections To This Settlement. Any Class Member may object to
19 the Settlement by filing a written objection with the Court and serving the written objection during
20 the Objection Period either on counsel for the Parties, at the addresses detailed in Paragraph 45,
21 below, or on the Settlement Administrator. To be valid, an objection must include all of the
22 following information: (a) the name of this Action; (b) the objector’s full name, address, and
23 telephone number (and, if applicable, the objector’s lawyer’s full name, address, and telephone
24 number; (c) the identify of any current or former lawyer, if any, who may be entitled to
25 compensation for any reason related to the objection. Any Class Member who does not object to
26 the Settlement in the manner provided for in this Stipulation and Settlement, and within the
27 Objection Period, may not appeal the Final Judgment. In the event that the Court approves this
28 Settlement notwithstanding the objections of any Class Members, Class Members who object to the

1 Settlement will nonetheless be bound by the Settlement. Class Members who have opted out of the
2 Settlement as detailed in Paragraph 20, subparagraph (d), herein do not have standing to object to
3 the Settlement or to file an appeal for purposes of Paragraph 8. The Parties, Class Counsel, and
4 Defendant's Counsel agree not to take any action or make any statements to encourage any Class
5 Members to object to the Settlement.

6 11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class Member
7 may request to be excluded ("opt-out") from this Settlement by mailing a written Request for
8 Exclusion to the Settlement Administrator as prescribed in Paragraph 20, subparagraph (d), herein.
9 Each Class Member who submits a valid Request for Exclusion shall not be bound by the
10 Settlement. The Parties, Class Counsel, and Defendant's Counsel agree not to take any action or
11 make any statements to encourage any Class Members to opt out of the Settlement.

12 12. Blow-Up Provision. Defendant reserves the right to revoke this Stipulation and the
13 Settlement provided for herein if more than ten percent (10%) of Class Members opt out of the
14 Settlement by submitting timely and valid Requests for Exclusion in the manner set forth in
15 Paragraph 20, subparagraph (d), below, in which case this Stipulation will not have any force
16 and/or effect. Class Counsel and the Class Representatives agree not to oppose any application by
17 Defendant and/or Defendant's Counsel that is consistent with this paragraph. Defendant shall
18 make its election within seven (7) calendar days of receipt from the Settlement Administrator of
19 the total percentage of opt-outs. If the Settlement is voided, no payment will be made by
20 Defendant to Plaintiffs, any Class Member, or Class Counsel in connection with this Stipulation;
21 and all Parties and third parties referenced in this Stipulation will bear their own costs, fees, and
22 expenses associated with the Litigation. However, Defendant will be responsible for the costs
23 incurred by the Settlement Administrator.

24 13. Escalator Clause. Defendant represents that, as of August 20, 2021, there were
25 approximately 37,122 workweeks. Defendant further represents that the estimated number of
26 workweeks for the period from October 18, 2016 to December 17, 2021 is approximately 46,871
27 (the "Extrapolated Workweeks"). If, as of the end date of the Class Period, the number workweeks
28 is more than 10% more than the Extrapolated Workweeks, Defendant shall, at its sole discretion,

1 either (a) increase the Total Class Action Settlement Amount proportionally for each workweek
2 above 10% over the Extrapolated Workweeks (*i.e.*, for each workweek over the Extrapolated
3 Workweeks plus 10%); or (b) change the end date of the Class Period to December 17, 2021.

4 14. Finality Of Settlement. As of the Effective Date, the Settlement contained herein,
5 including the Release outlined below, shall be final and binding upon all Class Members who do
6 not exclude themselves from the Settlement.

7 **V. RELEASES**

8 15. Release Of Class Claims By Plaintiffs And Class Members. As of the date of final
9 approval of this Stipulation, Plaintiffs and Class Members (including the Class Representatives)
10 release the Released Parties from the following, collectively referred to as the “Released Class
11 Claims”:

12 All claims, actions, demands, causes of action, suits, debts, obligations, damages,
13 rights or liabilities that have been asserted by Plaintiffs, or the Class Members or
14 any of their respective heirs, executors, administrators, beneficiaries, predecessors,
15 successors, attorneys, assigns, agents, and/or representatives arising out of any
16 claims that were encompassed in the Action, and any claims which reasonably flow
17 from the facts alleged in Plaintiffs’ Complaint, First Amended Complaint, and/or
18 Second Amended Complaint including, but not limited to: claims for unpaid wages
19 (including claims for minimum wage and overtime compensation), meal and rest
20 period premiums, unreimbursed business expenses, paid sick leave, interest,
21 penalties (including waiting time penalties pursuant to Labor Code section 203, pay
22 stub penalties pursuant to Labor Code section 226, and civil penalties pursuant to
23 the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698,
24 *et seq.*) (“PAGA”)), claims pursuant to Labor Code sections 201, 202, 203, 204,
25 210, 226, 226.3, 226.7, 246, 248.1, 248.5, 510, 512, 558, 1174, 1174.5, 1194,
26 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, the Industrial Welfare
27 Commission Wage Orders relating to claims for unpaid hours worked, meal periods
28 and rest breaks, provision and maintenance of tools and equipment, deductions from

1 wages, and recordkeeping, and claims under Business and Professions Code
2 sections 17200, *et seq.*, claims for attorneys' fees and costs, conversion, fraud,
3 common count, and unfair business practices. Released Class Claims include all
4 claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive
5 and exemplary damages, restitution, interest, costs and fees, injunctive or equitable
6 relief, and any other remedies available at law or equity allegedly owed or available
7 to the Class arising or reasonably flowing from the Complaint, First Amended
8 Complaint, and/or Second Amended Complaint against the Released Parties for the
9 Class Period and the PAGA Period.

10 The *res judicata* effect of the Judgment will be the same as that of the Release.

11 The Parties agree that no Class Member who worked for Defendant as a non-exempt
12 employee in California during the PAGA Period has the right to exclude himself or herself from
13 the Settlement or to object to the terms of this Stipulation as it pertains to resolution of the PAGA
14 claims. All Class Members who worked for Defendant as non-exempt employees in California
15 during the PAGA Period will be bound by this Stipulation with respect to the PAGA claims, upon
16 its approval by the Court, regardless of whether he or she negotiates his or her settlement check.

17 16. General Release By The Class Representatives. In addition to the releases set forth
18 in the above Paragraph 15, the Class Representatives each make the additional general release of
19 all of their individual claims as follows: The Class Representatives each release the Released
20 Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations,
21 damages, rights, or liabilities of any nature and description whatsoever, known or unknown, that
22 the Class Representatives individually may each possess against the Released Parties arising from
23 the Class Representatives' respective employment with Defendant. The Class Representatives
24 hereby each acknowledge that, upon receiving the sums provided to them pursuant to this
25 Stipulation, they will have received all potential wages, damages, and penalties owing to them by
26 Defendant and/or any of the Released Parties, and, further, that they are not owed any additional
27 wages, penalties, or damages from Defendants and/or any of the Released Parties.

28 The Class Representatives also each agree to expressly and fully waive the provisions of

California Civil Code section 1542, which provides as follows:

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

The Class Representatives' general releases as to Defendant and the Released Parties shall cover the time period from the beginning of time up to and including the Effective Date.

VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT

17. Settlement Amount. The Total Class Action Settlement Amount shall be One Million Dollars and Zero Cents (\$1,000,000.00). Insource will pay the Total Class Action Settlement Amount within fifteen (15) calendar days following the Effective Date by wiring that amount to the Settlement Administrator. With the limited exceptions of (a) Insource's obligation to pay the employer's share of payroll taxes as described in Paragraph 20, subparagraph (h); and/or (b) the triggering of the Escalator Clause pursuant to Paragraph 13, under no circumstances will Insource or any of the Released Parties be obligated to pay more than the amount of \$1,000,000.00 as a result of this Settlement.

18. Deductions From Settlement Amount. Deductions from the Total Class Action Settlement Amount, all subject to Court approval, shall be made for:

a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees equal to one-third of the Total Class Action Settlement Amount, not to exceed Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333,333.33), unless the Escalator Clause in Paragraph 13, above, is triggered and Defendant opts to increase the Total Class Action Settlement Amount in the manner described therein, in which case Class Counsel may apply for an award of attorneys' fees equal to one-third of the new Total Class Action Settlement Amount. The attorneys' fees award shall be paid from, and not in addition to, the Total Class Action Settlement Amount. The amount of attorneys' fees shall include all past and future attorneys' fees to Class Counsel – including, without limitation, all time expended by Class Counsel in defending

1 the Settlement and securing final approval of the Settlement (including any appeals
2 thereof). Defendant agrees not to oppose any such application which is consistent with this
3 paragraph; however, the Settlement is not contingent on Plaintiffs recovering that or any
4 particular amount as an attorneys' fees award. Even in the event that the Court reduces or
5 does not approve the requested attorneys' fees award, Plaintiffs and Class Counsel shall not
6 have the right to revoke this Stipulation or this Settlement, and it will remain binding.

7 b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply
8 for an award of costs, not to exceed the sum of Seventeen Thousand Five Hundred Dollars
9 and Zero Cents (\$17,500.00). The costs award shall be paid from, and not in addition to,
10 the Total Class Action Settlement Amount. The amount of costs shall include all past and
11 future costs associated with this Action – including, without limitation, all costs expended
12 by Class Counsel in defending the Settlement and securing final approval of the Settlement
13 (including any appeals thereof). Defendant agrees not to oppose any such application
14 which is consistent with this paragraph; however, the Settlement is not contingent on
15 Plaintiffs recovering that or any particular amount as an attorneys' costs award. Even in
16 the event that the Court reduces or does not approve the requested attorneys' costs award,
17 Plaintiffs and Class Counsel shall not have the right to revoke this Stipulation or this
18 Settlement, and it will remain binding.

19 c) Class Representatives' Enhancement Awards. Class Counsel may apply for
20 enhancement awards to the Class Representatives in an amount not to exceed Ten
21 Thousand Dollars (\$10,000.00) for Plaintiff Daisy Page and an amount not to exceed Ten
22 Thousand Dollars (\$10,000.00) for Plaintiff LaDonna Sanders. The enhancement awards
23 shall be paid from, and not in addition to, the Total Class Action Settlement Amount.
24 Defendant agrees not to oppose any such application which is consistent with this
25 paragraph; however, the Settlement is not contingent on Plaintiffs recovering those or any
26 particular amounts as enhancement payments. Even in the event that the Court reduces or
27 does not approve one or both of the requested enhancement payments, Plaintiffs and Class
28 Counsel shall not have the right to revoke this Stipulation or this Settlement, and it will

1 remain binding.

2 d) Claims Administration Costs And Fees. All actual costs for claims
3 administration, including related accounting costs, in an amount not to exceed Twenty-
4 Thousand Dollars (\$20,000.00), shall be paid from, and not in addition to, the Total Class
5 Action Settlement Amount. The Parties contemplate that the Settlement Administrator
6 shall be Simpluris, or any other third-party class action settlement administrator agreed to
7 by the Parties and approved by the Court for the purposes of administering this Settlement.
8 To the extent actual costs for claims administration are less than \$20,000.00, those amounts
9 will be credited to the Total Class Action Settlement Amount prior to distribution of the Net
10 Settlement Amount to Class Members. Defendant agrees not to oppose any such
11 applications which are consistent with this paragraph.

12 e) PAGA Allocation. The Parties agree to allocate Fifty Thousand Dollars and
13 Zero Cents (\$50,000.00) of the Total Class Action Settlement Amount to resolve the claims
14 arising under PAGA. Pursuant to PAGA, 75 percent of the PAGA Allocation, or Thirty-
15 Seven Thousand Five Hundred Dollars (\$37,500.00), shall be paid to the State of California
16 Labor and Workforce Development Agency (the “LWDA”), with the remaining 25 percent,
17 or Twelve Thousand Five Hundred Dollars (\$12,500.00), allocated to the Net Settlement
18 Amount to be distributed to those Class Members who worked for Defendant in California
19 in non-exempt roles during the PAGA Period.

20 f) Payment Of Individual Settlement Awards To Class Members. After the
21 amounts described in Paragraph 18, subparagraphs (a) through (e), above, have been
22 deducted from the Total Class Action Settlement Amount, the remainder – *i.e.*, the Net
23 Settlement Amount – shall be distributed to each Class Member, in the following manner:

24 The Net Settlement Amount shall be divided by the number of aggregate
25 qualified weeks worked by all Class Members during the Class Period to
26 produce a “Weekly Settlement Value.” A “qualified week” shall be any
27 week worked by a Class Member for Defendant in California in a non-
28 exempt role during the Class Period. Each Class Member shall be eligible to

1 receive a settlement payment in the amount of the total number of qualified
2 weeks the Class Member worked for Defendant in California in a non-
3 exempt role during the Class Period multiplied by the Weekly Settlement
4 Value, less applicable withholdings, provided that the Class Member has not
5 submitted a Request for Exclusion.

6 19. Non-Reversionary Settlement. There will be no reversion to Defendant following
7 the settlement process. In the event that an Individual Settlement Award is paid to a Class Member
8 by check and the check is not cashed on or before the Check Cashing Deadline, the amount of the
9 Individual Settlement Award shall be considered unclaimed. Each unclaimed Individual
10 Settlement Award paid to a Class Member but not cashed on or before the Check Cashing Deadline
11 shall be tendered to the State of California Unclaimed Property Fund in the Class Member's name.

12 **VII. CLAIMS ADMINISTRATION**

13 20. Settlement Administrator's Duties. The Settlement Administrator shall be
14 responsible for (a) processing the data provided by Defendant to be used in calculating Individual
15 Settlement Awards; (b) preparing, printing, and mailing to Class Members the Notice (attached
16 hereto as **Exhibit A**), as well as following up with reasonable skip tracing; (c) notifying the Parties
17 of the identity of Class Members who submit timely Requests for Exclusion; (d) calculating and
18 mailing Individual Settlement Awards to Class Members; (e) calculating and paying the
19 employer's share of the applicable federal and state withholding taxes; (f) filing any required
20 federal and state tax forms and related agency reporting; (g) filing any required reports with the
21 Court; (h) inform Class Members that a website regarding the Settlement has been created by the
22 Settlement Administrator which will allow Class Members to track the progress of the Settlement,
23 inform Class Members of any changes to the date or location of the Final Approval Hearing, and
24 provide notice of the final judgment on the Settlement Administrator's website; and (i) any and all
25 such other tasks as to which the Parties mutually agree, or which the Court orders the Settlement
26 Administrator to perform. The claims process shall be anonymous to the extent possible.

27 Defendant and Defendant's Counsel promise to reasonably cooperate with the Settlement
28 Administrator to verify the information of Class Members, but shall have no responsibility for

1 validating or ensuring the accuracy of the Settlement Administrator's work, and shall not be bound
2 by any contract or agreement entered into between the Settlement Administrator and Class
3 Counsel, if any, except as to pay for the costs of Settlement administration as described in
4 Paragraph 12, if any. In addition, Defendant and Defendant's Counsel shall not bear any
5 responsibility for errors or omissions by the Settlement Administrator in administering the
6 Settlement. Without prejudice to any other remedies, the Settlement Administrator shall agree to
7 be responsible for any breach of its obligations (whether committed by the Settlement
8 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from
9 and against all liabilities, claims, causes of action, costs, and expenses (including legal fees and
10 expenses) arising out of any breach committed by the Settlement Administrator or its agents.

11 Specifically, the Settlement Administrator shall perform the following duties:

12 a) Processing Of Data Provided By Defendant Regarding Class Members.

13 Upon receipt of the data provided by Defendant pursuant to Paragraph 25 herein, the
14 Settlement Administrator shall determine, for each Class Member: (i) the Class Member's
15 name, (ii) the Class Member's last known address, (iii) the last four digits of the Class
16 Member's social security number, and (iv) the Weekly Settlement Value to be paid to the
17 Class Member pursuant to Paragraph 18, subparagraph (f), above.

18 b) Mailing Of Documents. Within ten (10) calendar days of receipt of the
19 database containing the information to be provided by Defendant pursuant to Paragraph 25
20 herein, the Settlement Administrator shall mail a copy of the Notice to all Class Members
21 by first class regular U.S. Mail, using the most current mailing address information
22 provided by Defendant and/or obtained by the Settlement Administrator. The Settlement
23 Administrator will engage in address searches consistent with its normal practices in
24 administering settlements of wage claims, including skip tracing. Such search efforts shall
25 include, where necessary, using social security numbers to obtain better address
26 information and attempting to call such Class Members. Any returned envelopes from this
27 mailing with forwarding addresses will be utilized by the Settlement Administrator to
28 forward the Notices to the Class Members.

1 c) Re-Mailing Of Returned Notices. Notices returned to the Settlement
2 Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the
3 returned envelope. In the event the Settlement Administrator must re-mail any Notice
4 pursuant to the provisions of this Paragraph due to being returned, the Opt Out Period, and
5 the Objection Period, shall be extended by ten (10) calendar days from the date of the re-
6 mailing of the Notice, for those mailings only. The Settlement Administrator shall include
7 a cover letter with any re-mailing informing the Class Member of the re-mailing of the
8 Class Notice and extended Opt Out Period and extended Objection Period. The Settlement
9 Administrator shall comply with these skip-tracing and remailing provisions through the
10 Opt Out Period. A returned Notice will be forwarded only once per Class Member by the
11 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
12 the Parties shall be deemed to have satisfied their obligation to provide the Notice to the
13 affected Class Member. The affected Class Member shall remain a Class Member and shall
14 be bound by all the terms of this Stipulation and the Court's Final Order and Judgment.

15 d) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the
16 event that a Class Member requests to be excluded ("opts out") from the Settlement
17 provided herein, he or she must mail a written Request for Exclusion to the Settlement
18 Administrator by first class U.S. Mail, or equivalent, postage paid and postmarked, by no
19 later than the Document Receipt Deadline, which is thirty (30) calendar days after the date
20 that the Settlement Administrator originally mails Notices to Class Members. To be valid,
21 the written Request for Exclusion must include (i) the Class Member's name, (ii) the Class
22 Member's address, (iii) a request for exclusion, and (iv) the Class Member's signature. The
23 Settlement Administrator shall notify Class Counsel and Defendant's Counsel of the fact of
24 its receipt of all valid Requests for Exclusion within three (3) business days after having
25 received each such Request for Exclusion; the identities of those individuals submitting
26 Requests for Exclusion may be disclosed only to Defendant and Defendant's Counsel,
27 unless otherwise ordered by the Court.

28 e) Payment Of Individual Settlement Awards. The Settlement Administrator

1 shall be solely responsible for the disbursement of the Individual Settlement Award
2 payments.

3 f) Declaration Of Due Diligence. No later than ten (10) calendar days prior to
4 the Final Settlement Approval Hearing, the Settlement Administrator shall provide the
5 Parties with a declaration of due diligence to be filed with the Court.

6 g) Allocating Portions Of The Individual Settlement Awards As Wages. The
7 Settlement Administrator shall be responsible for calculating the portion of each Individual
8 Settlement Award to be allocated as wages. Thirty percent (30%) of each Individual
9 Settlement Award shall be allocated as wages, and seventy percent (70%) of each
10 Individual Settlement Award shall be allocated as interest and penalties.

11 h) Taxation Of Individual Settlement Awards. The Settlement Administrator
12 shall be responsible for paying the employer's and employees' share of federal, state, and
13 local payroll and income taxes. The portion of each Individual Settlement Award allocated
14 as wages shall be subject to payroll withholding. Defendant shall pay the employer's share
15 of payroll taxes on all wages paid as part of this Settlement separate and apart from the
16 Total Class Action Settlement Amount (*i.e.*, the employer's share of payroll taxes will not
17 be deducted from the Total Class Action Settlement Amount). Appropriate withholding of
18 the employee's share of income taxes shall be deducted from each Individual Settlement
19 Award.

20 i. Federal Tax Reporting. The Settlement Administrator shall issue an IRS
21 Form W-2 to each Class Member for the portion of the Individual Settlement
22 Award that is designated as wages. The Settlement Administrator shall issue
23 an IRS Form 1099 to each Class Member for the portion of the Individual
24 Settlement Awards that is not designated as wages. The Settlement
25 Administrator shall issue IRS Form 1099s to each of the Class
26 Representatives for any enhancement award paid pursuant to Paragraph 18,
27 subparagraph (c), above, in connection with their roles as the Class
28 Representatives.

1 ii. State Tax Reporting. The Settlement Administrator shall file, with the
2 California Employment Development Department (“EDD”), the required
3 reports of Personal Income Tax (“PIT”) wages withheld from the Individual
4 Settlement Awards, as well as the amounts to be paid as Unemployment
5 Insurance (“UI”), Employment Training Tax (“ETT”), and State Disability
6 Insurance (“SDI”). For purposes of this reporting, prior to disbursement of
7 the Individual Settlement Awards, the Settlement Administrator shall
8 provide Defendant with a list of all Class Members, and Defendant shall
9 provide to the Settlement Administrator the following information: (1) its
10 Form DE 2088, *Notice of Contribution Rates and Statement of UI Account*,
11 for the current calendar year (if unavailable, Defendant may provide instead
12 its California State Employer’s Identification Number and its applicable UI
13 and ETT Rates); and (2) the year-to-date earnings of each Class Member
14 who received any wages from Defendant during the current calendar year.

15 i) Responsibility For Tax Obligations. All Class Members and the Class
16 Representatives will be responsible for correctly characterizing the compensation they
17 receive for tax purposes and for paying any taxes on the amounts received, except for the
18 employer contributions which will be handled as provided by this Stipulation. The Class
19 Representatives agree to indemnify Defendant for any liability Defendant incurs to any tax
20 authority on account of the Class Representatives’ own respective failures to pay all taxes
21 due on amounts they receive hereunder, except if the failure results from Defendant’s
22 failure to pay its own portion(s) of taxes due. The liability of each Class Representative is
23 limited to the liability caused by that individual’s own failure.

24 j) Mailing Of Individual Settlement Awards. Within ten (10) calendar days
25 after Defendant’s transfer of funds to the Settlement Administrator, the Settlement
26 Administrator shall mail all Class Members their Individual Settlement Awards. Each
27 check issued to a Class Member shall remain valid and negotiable for one hundred eighty
28 (180) days from the date of issuance. Those Individual Settlement Awards not cashed by

1 the Check Cashing Deadline shall be canceled automatically, in which event the Class
2 Member's claim will be deemed void and the unclaimed funds shall be sent to the State of
3 California Unclaimed Property Fund in the Class Member's name.

4 k) Certifying The Class Members Bound By The Settlement. Within fifty (50)
5 calendar days following the mailing by the Settlement Administrator of the Individual
6 Settlement Awards, the Settlement Administrator shall file written certification with the
7 Court with copies to counsel for all Parties that all Class Members have been mailed their
8 Individual Settlement Awards.

9 l) Payments To Class Counsel. Within ten (10) calendar days after
10 Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator
11 shall pay the attorneys' fees and costs, as detailed in Paragraph 18, subparagraphs (a) and
12 (b), above.

13 m) Payment Of PAGA Allocation. Within ten (10) calendar days after
14 Defendant's transfer of funds to the Settlement Administrator, the Settlement Administrator
15 shall mail to the LWDA the State of California's allocated portion of the Court-approved
16 PAGA Allocation, as detailed in Paragraph 18, subparagraph (e), above.

17 n) Maintaining A Website Regarding Settlement. The Settlement
18 Administrator shall maintain a website, which shall be created following preliminary
19 approval but prior to the mailing of Notices to Class Members, the url of which will be
20 provided on the Notice. The website shall include information for Class Members
21 regarding the Final Approval Hearing (including any changes to the date of the hearing),
22 and entry of judgment following the Final Approval Hearing.

23 o) Processing Objections To Settlement. As detailed above in Paragraph 10,
24 the Settlement Administrator will process and provide to Class Counsel and Defendant's
25 Counsel, any objections received by Class Members.

26 p) Settling Disputes Regarding Workweeks Of Class Members. The Notice
27 shall provide that any Class Member may, by inquiry to the Settlement Administrator,
28 receive basic information used regarding how that Class Member's Individual Settlement

Award was calculated. If any Class Member disputes the information used to calculate the Class Member's Individual Settlement Award, the Class Member may state the basis of his or her disagreement and submit documentation supporting the Class Member's position. To be valid, a dispute must be in writing, be postmarked or fax stamped during the Opt Out Period and returned to the Settlement Administrator at the specified address or fax telephone number stated in the Class Notice; it must also contain: (1) the Class Member's full name, signature, address, and telephone number; (2) the number of workweeks the Class Member contends is correct; and (3) any evidence supporting his or her contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the dispute was timely submitted. The time for a Class Member to dispute his or her workweeks will be increased by ten (10) calendar days if the Class Member's Notice is remailed in accordance with Paragraph 20, subparagraph (c), above. The Settlement Administrator shall notify Defendant's Counsel of any dispute so raised, and shall provide Defendant's Counsel with any information submitted by the Class Member in support of the dispute. Defendant and Defendant's Counsel shall review all such disputes and shall work with the Settlement Administrator to determine if the Individual Settlement Award should be recalculated. The workweeks identified by Defendant for each Class Member will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator shall make the final, non-appealable determination as to all valid workweek disputes. To the extent any challenge affects the calculation of Class Member Individual Settlement Awards for other Class Members, such amounts shall be recalculated using the information resulting from the challenge.

21. Disputes Regarding The Settlement Administrator's Performance Of Duties. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation until all payments and obligations contemplated by this Stipulation have been fully carried out.

1 **VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL**

2 22. Submission Of Stipulation To Court. Plaintiffs shall promptly submit this
3 Stipulation to the Court in support of Plaintiffs' motion for preliminary approval and determination
4 by the Court as to the fairness, adequacy, and reasonableness of this Stipulation, and shall apply to
5 the Court for the entry of an order substantially in the following form:

6 a) Scheduling a fairness hearing on the question of whether the proposed
7 Settlement – including payment of attorneys' fees, attorneys' costs, appointment of the
8 Class Representatives and the amounts of their enhancement awards, and the method of
9 determining Individual Settlement Awards to be paid to Class Members – should be finally
10 approved as fair, reasonable, and adequate as to the Class;

11 b) Approving as to form and content the proposed Notice (attached as **Exhibit**
12 **A**);

13 c) Directing the mailing to Class Members of the Notice, by first class U.S.
14 Mail, pursuant to the terms specified herein; and

15 d) Preliminarily approving the Settlement, subject only to the objections of
16 Class Members and final review by the Court.

17 Class Counsel must submit a draft of the motion for preliminary approval, for Defendant's review
18 and comment, no later than three (3) business days prior to filing. The [Proposed] Preliminary
19 Approval Order to be submitted to the Court shall be the document attached hereto as **Exhibit B**,
20 unless the Court's orders during the approval process require revisions to be made. Unless the
21 Parties agree otherwise, only necessary revisions shall be made to the [Proposed] Preliminary
22 Approval Order to be submitted to the Court.

23 23. Amendment Of This Stipulation To Conform To The Court's Order. To the extent
24 the Court does not approve this Stipulation, or any term contained herein, and instead allows the
25 Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the
26 Stipulation in accordance with the Court's direction, and to retain all other terms of the Stipulation
27 that the Court approves.
28

1 **IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

2 24. Timely Approval Of Documents To Be Mailed By The Settlement Administrator.

3 Counsel for the Parties shall respond to requests by the Settlement Administrator to approve all
4 claims administration documents, including the Notice to be mailed to the Class, within four (4)
5 business days of the Settlement Administrator's request for approval.

6 25. Defendant's Provision Of Class Member Data To Settlement Administrator. No

7 later than fifteen (15) calendar days following preliminary approval of this Settlement by the Court,
8 Defendant shall provide the Settlement Administrator with data that is within Defendant's
9 possession containing, for each Class Member: (a) the Class Member's name; (b) the Class
10 Member's last known address; (c) the Class Member's social security number; (d) the total number
11 of "qualified weeks" during which the Class Member was employed by Defendant in California in
12 a non-exempt role during the Class Period; and (e) the total number of pay periods during which
13 the Class Member was employed by Defendant in California in a non-exempt role during the
14 PAGA Period. This information is confidential and not to be disclosed to anyone other than the
15 Settlement Administrator. This information shall be based on Defendant's payroll and other
16 business records, and shall be in a format readily accessible to Defendant. Within ten (10) calendar
17 days of receipt of the information from Defendant, the Settlement Administrator will mail the
18 Notice to the Class Members, provided that counsel for the Parties have approved the documents
19 pursuant to Paragraph 24 herein. In the event that approval of the documents pursuant to
20 Paragraph 24 takes more than ten (10) calendar days, the Settlement Administrator shall mail the
21 Notice to the Class Members within one (1) business day of receiving approval of the documents
22 pursuant to Paragraph 24.

23 26. Disputes Arising From Claims Administration. Any disputes arising during the

24 claims administration process must be resolved informally by counsel for the Parties and, if the
25 Parties cannot agree, by the Settlement Administrator, within ten (10) calendar days of the
26 Document Receipt Deadline.

27 27. Motions By Class Counsel.

28 a) Motions Required For Final Approval Of The Settlement. Class Counsel

1 shall timely prepare, subject to Defendant's review and right to comment, Final Settlement
2 Papers in conformance with the terms of this Settlement, including (1) a motion for final
3 approval of the Settlement; (2) a motion for award of attorneys' fees and costs; (3) a motion
4 for the Class Representatives' enhancement awards; (4) the [Proposed] Final Settlement
5 Order; and (5) any other documents, petitions, or motions required to effectuate this
6 Settlement – including, but not limited to, any additional proposed orders requested by the
7 Court. Class Counsel must submit a draft of sections 1-3 of the above Final Settlement
8 Papers to Defendant's Counsel, for Defendant's review and comment, no later than three
9 (3) business days prior to filing the motion for final approval of the Settlement. In the event
10 that Class Counsel and Defendant's Counsel cannot resolve any dispute regarding the Final
11 Settlement Papers arising from Defendant's right to review and comment, Defendant's
12 Counsel shall submit its objections to the Final Settlement Papers to the Court before or
13 during the Final Settlement Approval Hearing.

14 b) [Proposed] Final Settlement Order. The [Proposed] Final Settlement Order
15 shall include a proposed Final Order and Judgment ordering:

- 16 i. Approval of the Settlement, adjudging the terms thereof to be fair,
17 reasonable, and adequate, and directing consummation of its terms and
18 provisions;
- 19 ii. Approval of Class Counsel's application for an award of attorneys' fees and
20 costs (Class Counsel will separately submit a motion for award of attorneys'
21 fees and costs);
- 22 iii. Approval of the enhancement award to the Class Representatives;
- 23 iv. Dismissal of the Action with prejudice and permanently barring and
24 enjoining the Class Representatives and all Class Members from prosecuting
25 against the Released Parties any claims released herein pursuant to
26 Paragraphs 15 through 16, above, including any Released Class Claims and
27 any claims covered by a limited and/or general release, upon satisfaction of
28 all payments and obligations hereunder; and

v. Reserving jurisdiction over the construction, interpretation, implementation, and enforcement of the Parties' Settlement, and over the administration and distribution of the Settlement amounts.

The [Proposed] Final Approval Order and Judgment to be submitted shall be the document attached hereto as **Exhibit C**, unless the Court's orders during the approval process require revisions to be made. Unless the Parties agree otherwise, only necessary revisions shall be made to the [Proposed] Final Approval Order and Judgment to be submitted to the Court.

28. Final Fairness Hearing. Upon expiration of the Document Receipt Deadline, the Parties shall attend a Final Settlement Approval Hearing with the Court to finally approve the Settlement as fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class Counsel; (c) the enhancement awards to the Class Representatives; (d) the costs and fees for claims administration; (e) the PAGA Allocation; and (f) the Individual Settlement Awards to be paid to the Class Members, including the methodology used to calculate such awards.

X. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

29. Final Settlement Approval, And Entry Of Judgment. At or before the Final Settlement Approval Hearing, Class Counsel shall submit the [Proposed] Final Settlement Approval Order and Judgment to the Court for the Court's approval and entry. After entry of the Final Settlement Approval Order and Judgment, the Court shall have continuing jurisdiction over the administration of the Settlement.

30. Payment Of Settlement Amount. Not later than fifteen (15) calendar days following the Effective Date, Defendant shall deposit the Total Class Action Settlement Amount into an account established by the Settlement Administrator. The Settlement Administrator will retain authority over the deposited funds, which are to be used in accordance with this Stipulation and any orders of the Court. The Settlement Administrator shall make all payments and other disbursements required by this Stipulation from the Total Class Action Settlement Amount. Defendant shall have no further obligations over the distribution of the Total Class Action Settlement Amount.

31. Provision Of Final Settlement Approval Order And Judgment To Settlement

1 Administrator. Within two (2) business days following final approval by the Court of the
2 Settlement provided for in this Stipulation, Class Counsel shall provide the Settlement
3 Administrator with a copy of the Final Settlement Approval Order and Judgment.

4 **XI. ADDITIONAL TERMS**

5 32. Nullification Of Settlement. This Stipulation shall be null and void, and any order
6 or judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if
7 any of the following occurs:

8 a) The Court does not enter the Final Settlement Approval Order and Judgment
9 as provided for herein or contemplated by this Stipulation;

10 b) The Court does not finally approve the Settlement as provided for herein;

11 c) The Court does not enter a Final Settlement Approval Order and Judgment
12 as provided for herein that becomes final as a result of the occurrence of the Effective Date;
13 or

14 d) The Settlement does not become final for any other reason.

15 In such a case, the Parties shall be returned to their respective statuses as of the date of December
16 17, 2021, and the Parties shall proceed in all respects as if this Stipulation had not been executed.
17 If an appeal is filed from the Court's Final Settlement Approval Order and Judgment prior to the
18 Effective Date, administration of the Settlement shall be immediately stayed pending final
19 resolution of the appeal process.

20 33. No Admissions. Nothing contained herein is to be construed or deemed to be an
21 admission of liability or wrongdoing by Defendant and/or any of the Released Parties. This
22 Stipulation and the attached exhibits are settlement documents, and, pursuant to the California
23 Evidence Code and Federal Rules of Evidence, these documents shall be inadmissible in any
24 proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

25 34. Return Of Documents And Data. All originals, copies, and summaries of
26 documents and data provided to Plaintiffs' Counsel by Defendant and/or Defendant's Counsel in
27 connection with the mediation or other settlement negotiations in this matter may be used only with
28 respect to this Settlement, and for no other purpose, and may not be used in any way that violates

any existing contractual agreement, statute, or rule. Within thirty (30) calendar days after the Effective Date, Plaintiffs' Counsel will return or destroy any such documents and data, and will confirm in writing to Defendant the disposition of all such documents and data. To the extent Plaintiffs' Counsel chooses to return such documents and data pursuant to this Paragraph, the return shall be effectuated by sending the materials to Defendant's Counsel, to the attention of Betsy Johnson (betsy.johnson@ogletree.com) and Jennifer L. Katz (jennifer.katz@ogletree.com), or any other such individual designated by Defendant or Defendant's Counsel.

35. No Unalleged Claims. Plaintiffs and Class Counsel represent that, as of the date of execution of this Stipulation, they are not currently aware of: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against the Released Parties, except such facts and theories specifically alleged in the Complaint, First Amended Complaint, and/or Second Amended Complaint in this Action. This representation does not extend to the potential claims of any direct employees of Keurig Dr. Pepper Inc.

36. Amendment Or Modification. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties.

37. Entire Agreement. This Stipulation and the accompanying exhibits constitute and comprise the entire agreement between the Parties with respect to Plaintiffs' claims in this Action. No oral or written representations, warranties, or inducements have been made to any of the Parties concerning this Stipulation other than the representations, warranties, and covenants contained and memorialized herein.

38. Construction. The Parties agree that the terms of this Stipulation and the accompanying exhibits are the result of lengthy, arm's-length negotiations, and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or their respective counsel participated in the drafting of this Stipulation.

39. Parties' Authority. The signatories to this Stipulation represent that they are fully authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions

hereof.

40. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit of, the Parties' successors and assigns. The Parties represent and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered to any person or entity any portion of any claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

41. Enforcement Of Actions. In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to declare rights or obligations under this Stipulation, the successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement proceedings.

42. Governing Law. All terms of this Stipulation shall be governed by and interpreted according to the laws of the State of California.

43. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith.

44. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Signatures may be affixed either by original signatures, PDF, or facsimile.

45. Notices. Unless otherwise specifically provided in this Stipulation, all notices, demands, and/or other communications will be in writing and will be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

To Plaintiffs & The Class:

LEBE LAW, APLC
Jonathan M. Lebe
Zachary T. Gershman
Shigufa K. Saleheen
777 S. Alameda Street, Second Floor
Los Angeles, California 90021

To Defendants:

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

Betsy Johnson

Jennifer L. Katz

400 South Hope Street, Suite 1200

Los Angeles, California 90071

46. Enforceability. The Parties intend for this Agreement to be enforceable in the Superior Court for the State of California for the County of Los Angeles, by and subject to the Court's pending jurisdiction.

47. Interpretation. This Stipulation shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against any Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and," and the singular or plural number shall be deemed to include the other. Captions and headings are intended solely for convenience of reference and shall not be used in the interpretation of this Stipulation.

48. Non-Publicity. Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to potential Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs and Class Counsel agree not to issue press releases; communicate with, or respond to, any media or publication entities; publish information in manner or form, whether printed or electronic, on any medium; or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action, and any publicly available details regarding the settlement, for such purposes.

49. Exhibits Incorporated By Reference. The terms of this Stipulation include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth

herein. Any exhibit to this Stipulation is an integral part of the Settlement.

50. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon which this Settlement has been denied by the Court and all subsequent attempts to cure deficiencies pursuant to Paragraph 23 have ended.

51. Invalidity Of Any Provision. Before declaring any provision of this Stipulation invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

52. Class Certification For Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should or should not be certified, or (ii) Defendant and any of the Released Parties are or are not liable to the Class Representatives or the putative Class Members.

53. Adding Claims For Settlement Purposes Only. Defendant agree to stipulate to allow Plaintiffs to add against Defendants Class and PAGA claims for failure to provide paid sick leave pursuant to California Labor Code sections 246, 248.1, and 248.5 for the purpose of effectuating the Settlement, as such was considered as part of the Parties' settlement negotiations. Attached hereto as **Exhibit D** is a Second Amended Complaint, to be deemed the operative complaint in this matter as of the date that the Preliminary Approval Order is entered. If, for any reason, the Settlement is not approved and/or final approval is not granted as anticipated in this Stipulation, the stipulation to amending the complaint will be void.

54. Mutual Full Cooperation. The Parties agree to reasonably cooperate with each other

1 to accomplish the terms of this Settlement including, but not limited to, execution of such
2 documents and taking such other action as reasonably may be necessary to implement the terms of
3 this Settlement.

4 55. All Terms Subject To Final Court Approval. All amounts and procedures described
5 in this Stipulation shall be subject to final Court approval.

6 56. Execution Of Necessary Documents. All Parties shall execute all documents
7 reasonably necessary to effectuate the terms of this Settlement.

8 57. Binding Agreement. The Parties intend that this Settlement shall be fully
9 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
10 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
11 otherwise might apply under federal or state law.

12
13 DATED: Jul 12, 2022

14
15 By: 
16 Daisy Page (Jul 12, 2022 14:02 EDT)
17 Daisy Page
18 Plaintiff and Class Representative

19
20 DATED: Jul 11, 2022

21
22 By: 
23 Ld Sanders (Jul 11, 2022 09:33 PDT)
24 LaDonna Sanders
25 Plaintiff and Class Representative

26
27 DATED: _____, 2022

28 INSOURCE PERFORMANCE SOLUTIONS,
LLC

By: _____
Liz Stewart
Chief Financial Officer
Vice President of Finance and Human
Resources

1 to accomplish the terms of this Settlement including, but not limited to, execution of such
2 documents and taking such other action as reasonably may be necessary to implement the terms of
3 this Settlement.

4 55. All Terms Subject To Final Court Approval. All amounts and procedures described
5 in this Stipulation shall be subject to final Court approval.

6 56. Execution Of Necessary Documents. All Parties shall execute all documents
7 reasonably necessary to effectuate the terms of this Settlement.

8 57. Binding Agreement. The Parties intend that this Settlement shall be fully
9 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
10 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
11 otherwise might apply under federal or state law.

12
13 DATED: _____, 2022

14
15 By: _____
16 Daisy Page

17 Plaintiff and Class Representative

18 DATED: _____, 2022

19
20 By: _____
21 LaDonna Sanders

22 Plaintiff and Class Representative

23 DATED: 6/24, 2022

24 INSOURCE PERFORMANCE SOLUTIONS,
25 LLC

26 By:  _____
27 Mark Seymour
28 Chief Financial Officer &
Secretary

1 *Approved as to form:*

2 DATED: May 3, 2022

LEBE LAW, APLC

3
4
5 By: _____


Jonathan M. Lebe
Zachary T. Gershman
Shigufa K. Salaheen

6
7 Attorneys for Plaintiffs DAISY PAGE and
8 LADONNA SANDERS

9
10 DATED: _____, 2022

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

11
12
13 By: _____

Betsy Johnson
Jennifer L. Katz

14
15 Attorneys for Defendants
16 INSOURCE PERFORMANCE SOLUTIONS,
17 LLC and KEURIG DR PEPPER INC.

1 *Approved as to form:*

2 DATED: May 3, 2022

LEBE LAW, APLC

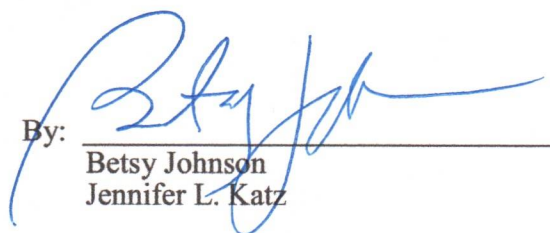
3
4
5 By: 

Jonathan M. Lebe
Zachary T. Gershman
Shigufa K. Salaheen

Attorneys for Plaintiffs DAISY PAGE and
LADONNA SANDERS

6
7
8
9 DATED: July 9, 2022

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

10
11
12
13 By: 

Betsy Johnson
Jennifer L. Katz

Attorneys for Defendants
INSOURCE PERFORMANCE SOLUTIONS,
LLC and KEURIG DR PEPPER INC.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

Daisy Page and Ladonna Sanders, individually and on behalf of all others similarly situated, Plaintiffs, vs. Insource Performance Solutions, LLC; Keurig Dr. Pepper Inc.; and Does 1 through 20, inclusive, Defendants.	CASE NO.: RG21096367 JUDGE: Honorable Patrick R. McKinney II DEPARTMENT: 15 NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
---	--

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.*, Case No. RG21096367 (the “Action”). You are receiving this notice because the records of Insource Performance Solutions, LLC (“Insource”) indicate that you are a current or former Insource employee who has worked for Insource in California as a non-exempt employee during the time period of October 18, 2016 to [the earlier of February 28, 2022 or date of preliminary approval of the settlement] (the “Class”). As a result, you are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will not affect your employment with Insource in any way whatsoever.

The Court has ordered that this notice be sent to you because Insource’s records indicate that you are a member of the Class. The purpose of this notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In April of 2021, one current and one former employee of Insource initiated a lawsuit against Insource and Keurig Dr Pepper Inc. (“KDP”) in which they alleged multiple violations of California wage-and-hour laws on a putative class-wide basis as to all current and former employees in California who were classified as non-exempt from overtime pay, including: (1) failure to pay minimum wages; (2) failure to pay overtime and doubletime wages; (3) failure to provide accurate itemized wage statements; (4) failure to reimburse all business expenses; (5) failure to pay all wages owed upon separation of employment; and (6) violation of California Business and Professions Code §§ 17200, *et seq.* Later, claims were added to seek recovery for failure to provide meal periods and rest breaks, as well as to seek civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”). The individuals who are suing Insource and

KDP are referred to in this document as “Plaintiffs.” The Action was litigated in state court prior to this settlement.

Insource and KDP contend that the members of the Class have been paid all monies that were due to them, maintains that they have at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiffs.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Insorce have negotiated a settlement whereby Insorce has agreed to pay \$1,000,000.00 to resolve the matter, and Class Members will be eligible to receive a portion of this amount.

This Settlement is **not** an admission by Insorce, KDP, or any of the Released Parties described below of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who have worked for Insorce Performance Solutions, LLC as non-exempt employees in the State of California at any time during the time period of October 18, 2016 to [the earlier of February 28, 2022 or the date of preliminary approval of the settlement] (the “Class Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Insorce will pay **One Million Dollars (\$1,000,000.00)** to settle the claims of all Class Members.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay from the \$1,000,000.00: **(1)** Plaintiffs’ counsel’s attorneys’ fees, up to \$333,333.33; **(2)** Plaintiffs’ costs of litigation, up to the amount of \$17,500.00; **(3)** The expenses of administering the settlement, up to the amount of \$20,000.00; **(4)** An enhancement award of up to \$10,000.00 to plaintiff Daisy Page and an enhancement award of up to \$10,000.00 to plaintiff LaDonna Sanders; and **(6)** A payment of \$37,500.00 to the California Labor & Workforce Development Agency, representing 75% of the \$50,000.00 allocated to the settlement of Plaintiffs’ claim for civil penalties under PAGA. The remainder of the \$1,000,000.00 will be available to make individual settlement payments to Class Members.

C. The amount to be distributed to Class Members will be divided among all Class Members. The amount of money you will receive will be based on the total amount to be distributed to Class Members, after the amounts described in Paragraph IV.B, above, are deducted, divided by the number of aggregate qualified weeks worked by all Class Members for Insorce during the Class Period in non-exempt roles to produce a “Weekly Settlement Value.” A “qualified week” is any week in which a Class Member was employed by Insorce Performance Solutions, LLC in California in a non-exempt job position during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Insorce Performance Solutions, LLC during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings. A “qualified week” is any week in which a Class Member was employed by Insorce Performance Solutions, LLC in California in a non-exempt job position during the Class Period.

D. The amount to be distributed to PAGA Members will be divided among all PAGA Members. PAGA Members will be paid a pro rata portion of the \$12,500.00 payment allocated to the PAGA Members' portion of the \$50,000.00 allocated to the settlement of Plaintiffs' claim for civil penalties under PAGA. The amount of an individual PAGA Member's PAGA payment will be based on the number of pay periods worked by the PAGA Member for Insource as a non-exempt employee in California at any time during the time period of October 18, 2019 to [the earlier of February 28, 2022 or the date of preliminary approval of the settlement] (the "PAGA Period"). Because PAGA penalties can only be sought by or on behalf of the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval to the settlement. Even if you exclude yourself from the class action portion of the settlement, you will still receive your portion of the PAGA payment, will release the PAGA released claims, and will be barred from asserting any claim against Insource and any of the Released Parties pursuant to PAGA based on the PAGA released claims.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Insource Performance Solutions, LLC and Keurig Dr Pepper Inc., and each of their current and former parent companies, subsidiary companies, related companies, affiliates, partnerships, joint ventures, staffing agencies, and/or clients of Defendant at which Defendant's employees worked in California during the Class Period, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors (the "Released Parties"), from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities that have been asserted by Plaintiffs, or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives arising out of any claims that were encompassed in the Action, and any claims which reasonably flow from the facts alleged in Plaintiffs' Complaint, First Amended Complaint, and/or Second Amended Complaint including, but not limited to: claims for unpaid wages (including claims for minimum wage and overtime compensation), meal and rest period premiums, unreimbursed business expenses, paid sick leave, interest, penalties (including waiting time penalties pursuant to Labor Code section 203, pay stub penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, *et seq.*) ("PAGA")), claims pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Orders relating to claims for unpaid hours worked, meal periods and rest breaks, provision and maintenance of tools and equipment, deductions from wages, and recordkeeping, and claims under Business and Professions Code sections 17200, *et seq.*, claims for attorneys' fees and costs, conversion, fraud, common count, and unfair business practices (collectively, the "Released Class Claims"). Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising or reasonably flowing from the Complaint, First Amended Complaint, and/or Second Amended Complaint against the Released Parties for the Class Period and the PAGA Period.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$1,000,000.00 settlement and be bound by the release of all claims described in Paragraphs IV.D and IV.E, above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement

Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; **or**

B. You may exclude yourself from the class action portion of the settlement, in which case you will not receive your share of the class action portion of the settlement and you will not be bound by the class action settlement, except to the extent that this settlement seeks to resolve claims under the PAGA. If you choose to be excluded from the class action portion of the settlement, by no later than **[30 calendar days after mailing of this Notice]**, you must send a written request for exclusion, by mail, to the Settlement Administrator, Simpluris, located at **_____**. In order to be considered valid, your request for exclusion **must** include your name, your address, a request for exclusion, and your signature; **or**

C. You may object to the settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check.

B. Thirty percent (30%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining seventy percent (70%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

D. The information provided to the Settlement Administrator by Insource for each Class Member to calculate the appropriate share of the settlement is to be presumed to be correct. You may, by inquiry to the Settlement Administrator, receive basic information regarding how your share of the award was calculated.

E. If you dispute the information used to calculate your share of the settlement award, you may state the basis of your disagreement and submit documentation supporting your position to the Settlement Administrator. To be valid, this dispute must (i) be in writing; (ii) be postmarked or fax stamped and returned to the Settlement Administrator at the specified address or fax telephone number stated below by no later than **[30 calendar days after mailing of this Notice]**; and (iii) contain: (1) your full name, your signature, your address, and your telephone number; (2) the number of workweeks you contend is correct; and (3) any evidence supporting your contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the dispute was timely submitted. The Settlement Administrator shall make the final, non-appealable determination as to all valid workweek disputes.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on **_____**, 2022, at **_____** a.m., in Department 15 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiffs and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you choose to attend the hearing, please be aware the Court's current COVID-19 protocols, which are available at <http://www.alameda.courts.ca.gov/Pages.aspx/COVID-19>.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the settlement of *Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.*, Case No. RG21096367. Be sure to include the case name and case number (as shown in the preceding sentence); your name; the last four digits of your Social Security Number and/or your Insource employee ID number; your address; your telephone number; the specific reasons you object to the terms of the Settlement; the identity of any current or former lawyer, if any, who may be entitled to compensation for any reason related to the objection; and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. Mail the objection to the address listed below postmarked or faxed to (800) [REDACTED] on or before [30 calendar days after mailing of this Notice]. Alternatively, you may mail your objection to the Settlement Administrator, Simpluris, at [REDACTED], on or before [30 calendar days after mailing of this Notice]. If you do not make your objection in the manner provided for in this Notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appeal the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number RG21096367. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

If you have any questions, you can call the Settlement Administrator at [REDACTED] or any of Class Counsel (see below for phone numbers). You can also find additional information related to the Settlement on the Settlement Administrator's website at [REDACTED].

ATTORNEYS REPRESENTING THE CLASS

Jonathan M. Lebe
Jon@lebelaw.com
Zachary T. Gershman
Zachary@lebelaw.com
Shigufa Saleheen
Shigufa@lebelaw.com
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Alameda, CA 90021
Telephone: (213) 444-1973

ATTORNEYS REPRESENTING INSOURCE PERFORMANCE SOLUTIONS, LLC AND KEURIG DR PEPPER INC.

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Betsy Johnson

Jennifer L. Katz
400 South Hope Street, Suite 1200
Los Angeles, California 90071

**PLEASE DO NOT CALL THE COURT, INSOURCE, KDP, INSOURCE'S OR
KDP'S CORPORATE OFFICES AND MANAGERS, OR INSOURCE'S AND
KDP'S ATTORNEYS REGARDING THIS SETTLEMENT.**

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Daisy Page and LaDonna Sanders, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

Insource Performance Solutions, LLC.; Keurig
Dr. Pepper Inc.; and Does 1 through 20,
inclusive,

Defendants.

Case No. RG21096367

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

1 This matter came on for hearing on [REDACTED], upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation re:
3 Class and Representative Action Settlement (the “Settlement” or “Stipulation”), attached hereto as
4 **Exhibit 1**. Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. RG21096367, entitled *Daisy Page, et al. v.*
6 *Insource Performance Solutions, LLC, et al.* (the “Action”), and good cause appearing, the Court
7 finds that:

8 WHEREAS, plaintiffs Daisy Page and LaDonna Sanders (together, “Plaintiffs”) have
9 alleged claims against defendants Insource Performance Solutions, LLC (“Insource”) and Keurig
10 Dr. Pepper Inc. (together, “Defendants”) on behalf of themselves and on behalf of others similarly
11 situated, comprising: “All persons who have worked for defendant Insource Performance
12 Solutions, LLC as non-exempt employees in the State of California at any time during the Class
13 Period”; and

14 WHEREAS, Plaintiffs assert putative class and representative claims against Defendants
15 for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime and Doubletime Wages; (3)
16 Failure to Pay Sick Leave; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks;
17 (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse All Business
18 Expenses; (8) Failure to Pay All Wages Owed Upon Separation of Employment; (9) Violation of
19 California Business and Professions Code §§ 17200, *et seq.*; and (10) civil penalties under the
20 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”);
21 and

22 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of
23 law alleged in this Action, and further deny any liability whatsoever to Plaintiffs or to the Class
24 Members; and

25 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Insource
26 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
27 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

28 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or

about [REDACTED], 2022, which provides for entry of judgment as to the claims asserted in the Action against Defendants on the terms and conditions set forth in the Stipulation, subject to the approval of this Court;

NOW, therefore, the Court grants preliminary approval of the Settlement, and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. To the extent defined in the Joint Stipulation re: Class and Representative Action Settlement, attached hereto as **Exhibit 1** and incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the Class.

3. The Class is defined as follows: “All persons who have worked for defendant Insource Performance Solutions, LLC as non-exempt employees in the State of California at any time during the Class Period.”

4. The Class Period is defined as October 18, 2016 to [the earlier of February 28, 2022 or the date of preliminary approval].

5. The Court has determined that the intended notice to be given to the Class fully and accurately informs all persons in the Class of all material elements of the proposed Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members.

6. The Court hereby grants preliminary approval of the Settlement and Stipulation as fair, reasonable, and adequate in all respects to the Class Members and ORDERS the Parties to consummate the Settlement in accordance with the terms of the Stipulation.

7. The plan of distribution as set forth in the Stipulation providing for the distribution of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair, reasonable, and adequate.

8. The Court preliminarily appoints as Class Counsel Jonathan M. Lebe and Zachary T. Gershman of Lebe Law, APLC, located at 777 S. Alameda Street, Second Floor, Los Angeles, California 90021.

1 9. The Court preliminarily approves the payment of attorneys' fees in the amount of
2 \$333,333.33 to Class Counsel, which shall be paid from, and not in addition to, the Total Class
3 Action Settlement Amount.

4 10. The Court preliminarily approves the payment of attorneys' costs in an amount up
5 to \$17,500.00 to Class Counsel, which shall be paid from, and not in addition to, the Total Class
6 Action Settlement Amount.

7 11. The Court preliminarily approves a payment in the amount of \$37,500.00 to the
8 California Labor & Workforce Development Agency, representing the State of California's portion
9 of civil penalties under PAGA, which shall be paid from, and not in addition to, the Total Class
10 Action Settlement Amount.

11 12. The Court preliminarily approves the payment of reasonable claims administration
12 costs to the Settlement Administrator, Simpluris, Inc., in the amount of up to \$20,000.00, which
13 shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

14 13. The Court preliminarily approves an enhancement award to Plaintiff and class
15 representative Daisy Page in the amount of \$10,000.00, and an enhancement award to Plaintiff and
16 class representative LaDonna Sanders in the amount of \$10,000.00, which amounts shall be paid
17 from, and not in addition to, the Total Class Action Settlement Amount.

18 14. The Court approves the filing of the Second Amended Complaint, attached as
19 **Exhibit D** to the Stipulation, adding Class and PAGA claims against Defendants for failure to
20 provide paid sick leave pursuant to California Labor Code sections 246, 248.1, and 248.5. The
21 Second Amended Complaint is hereby deemed to be the operative complaint in this Action as of
22 the date of entry of this Order. The Court expressly acknowledges and declares that Defendants
23 are deemed to have denied, generally and specifically, each and every allegation and claim in the
24 Second Amended Complaint without the necessity of filing an Answer thereto.

25 15. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
26 are not, and shall not be construed to be, an admission by Defendants, or either of them, of any
27 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such
28 liability, claim, or wrongdoing in this Action or in any other proceeding.

1 16. In the event that the Settlement does not become effective in accordance with the
2 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
3 the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such
4 event, all orders entered and releases delivered in connection herewith shall be null and void to the
5 extent provided by and in accordance with the Stipulation, and each party shall retain his or its
6 rights to proceed with litigation of the Action.

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

9
10 DATED: _____

11 Hon. Patrick R. McKinney II
12 Judge of the Alameda County Superior Court
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Daisy Page and LaDonna Sanders, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

Insource Performance Solutions, LLC.; Keurig
Dr. Pepper Inc.; and Does 1 through 20,
inclusive,

Defendants.

Case No. RG21096367

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

1 This matter came on for hearing on [REDACTED], upon the Motion for Final Approval of
2 the proposed settlement of this action on the terms set forth in the Joint Stipulation re: Class and
3 Representative Action Settlement (the “Settlement” or “Stipulation”), attached hereto as **Exhibit 1**.
4 Due and adequate notice having been given to the members of the Class, and having considered the
5 Settlement, all papers and proceedings held herein, and all oral and written comments received
6 regarding the proposed Settlement, and having reviewed the entire record in this action, Case No.
7 RG21096367, entitled *Daisy Page, et al. v. Insource Performance Solutions, LLC, et al.* (the
8 “Action”), and good cause appearing, the Court finds that:

9 WHEREAS, plaintiffs Daisy Page and LaDonna Sanders (together, “Plaintiffs”) have
10 alleged claims against defendants Insource Performance Solutions, LLC (“Insource”) and Keurig
11 Dr. Pepper Inc. (together, “Defendants”) on behalf of themselves and on behalf of others similarly
12 situated, comprising: “All persons who have worked for defendant Insource Performance
13 Solutions, LLC as non-exempt employees in the State of California at any time during the Class
14 Period”; and

15 WHEREAS, Plaintiffs assert putative class and representative claims against Defendants
16 for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime and Doubletime Wages; (3)
17 Failure to Pay Sick Leave; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks;
18 (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse All Business
19 Expenses; (8) Failure to Pay All Wages Owed Upon Separation of Employment; (9) Violation of
20 California Business and Professions Code §§ 17200, *et seq.*; and (10) civil penalties under the
21 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”);
22 and

23 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of
24 law alleged in this Action, and further deny any liability whatsoever to Plaintiffs or to the Class
25 Members; and

26 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Insource
27 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
28 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

1 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
2 about [REDACTED], 2022, which provides for entry of judgment as to the claims asserted in
3 the Action against Defendants on the terms and conditions set forth in the Stipulation, subject to
4 the approval of this Court;

5 WHEREAS, this Court granted preliminary approval of the Parties' Settlement in this
6 Action on or about [REDACTED] (the "Preliminary Approval Order"); and

7 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
8 the Preliminary Approval Order; and

9 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
10 decision reached;

11 NOW, therefore, the Court grants preliminary approval of the Settlement, and

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

13 1. To the extent defined in the Joint Stipulation re: Class and Representative Action
14 Settlement, attached hereto as **Exhibit 1** and incorporated herein by reference, the terms in this
15 Order shall have the meanings set forth therein.

16 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
17 the Class.

18 3. The Court has determined that the notice given to the Class fully and accurately
19 informed all persons in the Class of all material elements of the proposed Settlement – including
20 the plan of distribution of the Settlement funds, the application for an enhancement awards to the
21 Class Representatives, and the application for an award of attorneys' fees and costs to Class
22 Counsel – constituted the best notice practicable under the circumstances, and constituted valid,
23 due, and sufficient notice to all Class Members.

24 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,
25 reasonable, and adequate in all respects to the Class Members and Orders the parties to
26 consummate the Settlement in accordance with the terms of the Stipulation.

27 5. The plan of distribution as set forth in the Stipulation providing for the distribution
28 of the Net Settlement Amount to Class Members is approved as being fair, reasonable, and

adequate.

6. The Class is defined as follows: “All persons who have worked for defendant Insource Performance Solutions, LLC as non-exempt employees in the State of California at any time during the Class Period.”

7. The Class Period is defined as October 18, 2016 to [the earlier of February 28, 2022 or the date of preliminary approval].

8. As previously held in the Court’s Preliminary Approval Order, the Court appoints as Class Counsel Jonathan M. Lebe and Zachary T. Gershman of Lebe Law, APLC, located at 777 S. Alameda Street, Second Floor, Los Angeles, California 90021.

9. The Court approves the payment of attorneys’ fees in the amount of \$333,333.33 to Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

10. The Court approves the payment of attorneys’ costs in the amount of \$[REDACTED].00 to Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

11. The Court approves a payment in the amount of \$37,500.00 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

12. The Court approves the payment of reasonable claims administration costs to the Settlement Administrator, Simpluris, Inc., in the amount of \$[REDACTED].00, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

13. The Court approves an enhancement award to Plaintiff and class representative Daisy Page in the amount of \$10,000.00, and an enhancement award to Plaintiff and class representative LaDonna Sanders in the amount of \$10,000.00, which amounts shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

14. The Court hereby enters final judgment in this Action in accordance with the terms of the Stipulation; the Order Granting Preliminary Approval of Class Action Settlement filed on

1 [REDACTED], 2022; and this Order, thereby resolving the Action in its entirety. Without
2 affecting the finality of this Final Order and Judgment, the Court reserves exclusive and continuing
3 jurisdiction over the Action; plaintiffs Daisy Page and LaDonna Sanders; the Class; and
4 Defendants for the purposes of: **(a)** supervising the implementation, enforcement, construction, and
5 interpretation of the Stipulation, the Preliminary Approval Order, the distribution of the Total Class
6 Action Settlement Amount, and the Final Order and Judgment; and **(b)** hearing and determining the
7 application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearing
8 shall take place concurrently with the hearing for this Final Order and Judgment.

9 15. Neither Defendants nor any related persons or entities shall have any further liability
10 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
11 provided for by the Stipulation.

12 16. The Parties will bear their own costs and attorneys' fees except as otherwise
13 provided herein.

14 17. Upon entry of this Final Order and Judgment, and by operation of this Final Order
15 and Judgment, the claims in this Action of each Class Member against Defendants, and against any
16 and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever
17 released, relinquished, and discharged pursuant to the terms of the Stipulation.

18 18. By operation of this Final Order and Judgment, all members of the Class are hereby
19 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered
20 by the limited general release against any of the Released Parties (as defined in the Stipulation).

21 19. By operation of this Final Order and Judgment, the Class Representative is hereby
22 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered
23 by the general release against any of the Released Parties (as defined in the Stipulation).

24 20. Each member of the Class is bound by this Final Order and Judgment, including,
25 without limitation, the release of claims as set forth in the Stipulation.

26 21. This Final Order and Judgment and the Stipulation, and all papers related thereto,
27 are not, and shall not be construed to be, an admission by Defendants, or either of them, of any
28 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such

1 liability, claim, or wrongdoing in this Action or in any other proceeding.

2 22. In the event that the Settlement does not become effective in accordance with the
3 terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the
4 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
5 all orders entered and releases delivered in connection herewith shall be null and void to the extent
6 provided by and in accordance with the Stipulation, and each party shall retain his, her, or its rights
7 to proceed with litigation of the Action.

8 23. The Court finds that there is no just reason for delay of entry of this Final Order and
9 Judgment and hereby directs its entry.

10
11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

12
13 DATED: _____

14 Hon. Patrick R. McKinney II
15 Judge of the Alameda County Superior Court
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Zachary T. Gershman (State Bar No. 328004)
Zachary@lebelaw.com
Shigufa K. Saleheen (State Bar No. 341013)
Shigufa@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973

Attorneys for Plaintiffs Daisy Page and LaDonna Sanders,
individually and on behalf of all others similarly situated

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

Daisy Page and LaDonna Sanders,
individually and on behalf of all others
similarly situated

Plaintiffs,

vs.

Insource Performance Solutions, LLC;
Keurig Dr Pepper Inc.; and Does 1 through
20, inclusive,

Defendants.

Case No. RG21096367

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

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime and Doubletime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Periods;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Reimburse All Business Expenses;
7. Failure to Timely Pay All Wages Due Upon Separation of Employment;
8. Failure to Pay Sick Pay;
9. Violation of Business and Professions Code § 17200, *et seq.*; and
10. Enforcement of Labor Code § 2698 *Et. Seq.* (“PAGA”)

DEMAND FOR JURY TRIAL

1 Plaintiffs Daisy Page and LaDonna Sanders, individually and on behalf of others similarly
2 situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Daisy Page and LaDonna Sanders (“Plaintiffs”) bring this putative class
5 action against Defendants Insource Performance Solutions, LLC, Keurig Dr Pepper Inc., and
6 DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of themselves individually
7 and a putative class of non-exempt employees employed by Defendants.

8 2. Defendant Insource Performance Solutions, LLC is a recruiting and staffing firm
9 doing business in California.

10 3. Defendant Keurig Dr Pepper Inc., formerly Dr. Pepper-Snapple Group, Inc., is a
11 nationwide conglomerate and makers of a variety of soft drinks throughout the United States,
12 including the location at which Plaintiffs worked in California.

13 4. Through this action, Plaintiffs allege that Defendants have engaged in a
14 systematic pattern of wage and hour violations under the California Labor Code and Industrial
15 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
16 unfair competition.

17 5. Plaintiffs are informed and believe, and thereon allege, that Defendants have
18 increased their profits by violating state wage and hour laws by, among other things:

- 19 (a) Failing to pay minimum wages;
20 (b) Failing to pay overtime and doubletime wages;
21 (c) Failing to provide meal periods;
22 (d) Failing to provide rest breaks;
23 (e) Failing to provide accurate itemized wage statements;
24 (f) Failing to reimburse for all business expenses;
25 (g) Failing to provide sick pay; and
26 (h) Failing to timely pay all wages due upon separation of employment.

27 6. Defendants maintained and enforced against the class the following unlawful
28 practices and policies, in violation of California state wage and hour laws:

1 (a) Defendants forced class members to submit to unpaid health screenings at the
2 beginning of their shifts, as well as unpaid drug tests.

3 (b) Although class members were under Defendants' control while waiting in line for
4 and undergoing these health screenings and drug tests, Defendants did not
5 compensate class members for this time worked.

6 (c) Defendants failed to pay all overtime and doubletime owed and at the regular rate
7 of pay, including all shift differentials and other non-discretionary pay; and

8 (d) Defendants have failed to reimburse Plaintiffs and class members for all business
9 expenses, including masks, gloves and any other Personal Protective Equipment
10 ("PPE").

11 7. Plaintiffs brings this lawsuit seeking monetary relief against Defendants on behalf
12 of themselves and all others similarly situated in California to recover, among other things,
13 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to
14 Labor Code §§ 201-203, 204, 210, 226, 226.7, 246, 248.1, 248.5, 510, 512, 1194, 1194.2, 1197,
15 1198, 2800, and 2802.

16 **JURISDICTION AND VENUE**

17 8. This is a class action, pursuant to California Code of Civil Procedure § 382. The
18 monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdictional limits
19 of the Superior Court and will be established according to proof at trial.

20 9. This Court has jurisdiction over this action pursuant to the California Constitution,
21 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those
22 given by statutes to other courts. The statutes under which this action is brought do not specify
23 any other basis for jurisdiction.

24 10. This Court has jurisdiction over all Defendants because, upon information and
25 belief, they are citizens of California, have sufficient minimum contacts in California or
26 otherwise intentionally avail themselves of the California market so as to render the exercise of
27 jurisdiction over them by the California courts consistent with traditional notions of fair play and
28 substantial justice.

11. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

12. Plaintiffs are citizens of California. Plaintiffs were employed by Defendants during the Class Period in California.

13. Plaintiffs are informed and believe, and thereon allege, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

14. Plaintiffs are unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

15. Plaintiffs are informed and believe, and thereon allege, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiffs and the class members.

16. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

17. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

18. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of themselves and all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

20. All claims alleged herein arise under California law for which Plaintiffs seeks relief authorized by California law.

21. Plaintiffs' proposed Class consists of and is defined as follows:

Class

All current and former non-exempt employees who worked for Defendants in the State of California from four years plus 179 days before the filing of this complaint to the date of trial.¹

Plaintiffs also seeks to certify the following Subclass of employees:

Waiting Time Subclass

All members of the Class who separated their employment from Defendants from three years plus 179 days before the filing of this complaint to the date of class certification.

22. Members of the Class and Subclass described above will be collectively referred to as "class members." Plaintiffs reserve the right to establish other or additional subclasses, or modify any Class or Subclass definition, as appropriate based on investigation, discovery and specific theories of liability.

23. This action has been brought and may properly be maintained as a class action under the California Code of Civil Procedure § 382 because there are common questions of law and fact as to the Class that predominate over questions affecting only individual members including, but not limited to:

(a) Whether Defendants paid Plaintiffs and class members all minimum wage

¹ The statute of limitations for this matter was tolled by 179 days pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 compensation;

2 (b) Whether Defendants paid Plaintiffs and class members overtime and doubletime
3 compensation at the proper rate;

4 (c) Whether Defendants deprived Plaintiffs and class members of compliant meal
5 periods or required Plaintiffs and class members to work through meal periods
6 without compensation;

7 (d) Whether Defendants deprived Plaintiffs and class members of compliant rest
8 periods or required Plaintiffs and class members to work through rest periods
9 without compensation;

10 (e) Whether Defendants failed to timely pay Plaintiffs and former class members all
11 wages due upon termination or within 72 hours of resignation;

12 (f) Whether Defendants failed to furnish Plaintiffs and class members with accurate,
13 itemized wage statements;

14 (g) Whether Defendants failed to reimburse Plaintiffs and class members for business
15 expenses;

16 (h) Whether Defendants failed to provide Plaintiffs and class members with sick pay;
17 and

18 (i) Whether Defendants engaged in unfair business practices in violation of Business
19 & Professions Code §§ 17200, *et seq.*

20 24. There is a well-defined community of interest in this litigation and the Class is
21 readily ascertainable:

22 (a) Numerosity: The members of the Class are so numerous that joinder of all
23 members is impractical. Although the members of the Class are unknown
24 to Plaintiffs at this time, on information and belief, the Class is estimated to
25 be greater than 100 individuals. The identity of the class members are
26 readily ascertainable by inspection of Defendants' employment and payroll
27 records.

28 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the

1 claims (or defenses, if any) of the Class because Defendants' failure to
2 comply with the provisions of California wage and hour laws entitled each
3 class member to similar pay, benefits and other relief. The injuries sustained
4 by Plaintiffs are also typical of the injuries sustained by the Class because
5 they arise out of and are caused by Defendants' common course of conduct
6 as alleged herein.

7 (c) Adequacy: Plaintiffs are qualified to, and will fairly and adequately
8 represent and protect the interests of all members of the Class because it is
9 in his best interest to prosecute the claims alleged herein to obtain full
10 compensation and penalties due to him and the Class. Plaintiffs' attorneys,
11 as proposed class counsel, are competent and experienced in litigating large
12 employment class actions and are versed in the rules governing class action
13 discovery, certification and settlement. Plaintiffs have incurred and,
14 throughout the duration of this action, will continue to incur attorneys' fees
15 and costs that have been and will be necessarily expended for the prosecution
16 of this action for the substantial benefit of each class member.

17 (d) Superiority: The nature of this action makes the use of class action
18 adjudication superior to other methods. A class action will achieve
19 economies of time, effort and expense as compared with separate lawsuits,
20 and will avoid inconsistent outcomes because the same issues can be
21 adjudicated in the same manner and at the same time for each Class. If
22 appropriate this Court can, and is empowered to, fashion methods to
23 efficiently manage this case as a class action.

24 (e) Public Policy Considerations: Employers in the State of California and
25 other states violate employment and labor laws every day. Current
26 employees are often afraid to assert their rights out of fear of direct or
27 indirect retaliation. Former employees are fearful of bringing actions
28 because they believe their former employers might damage their future

endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

GENERAL ALLEGATIONS

25. At all relevant times mentioned herein, Defendants employed Plaintiffs and other persons as non-exempt employees.

26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive wages for all hours worked and that they were not receiving all wages earned for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and class members were not paid wages (including minimum wages and overtime wages) when Defendants required Plaintiffs and class members to work off-the-clock before their shifts, for example, Defendants required Plaintiffs and class members to work off-the-clock before the beginning of their shifts, during health screenings when Plaintiffs and class members were under Defendants' control. Plaintiffs and class members were also subjected to unpaid mandatory drug tests.

27. Plaintiffs are informed and believe, and thereon allege, Defendants failed to provide Plaintiffs and class members timely, uninterrupted, off-duty meal periods of no less than thirty minutes before their fifth hour of work. Defendants regularly failed provide a duty free and uninterrupted meal period before the end of the fifth hour of work and failed to provide a second meal period on shifts of more than 10 hours, as required under California law. Moreover, on shifts of no more than six hours, aggrieved employees did not waive their right to a meal period.

28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive all required meal periods or payment of one (1) additional hour of pay at the aggrieved employees' regular rate of pay when they did not receive a timely meal period. In violation of the Labor Code and IWC Wage Orders, aggrieved employees did not receive all timely meal periods or payment of one (1) additional hour of pay at the Plaintiffs' and class members' regular rate of pay.

1 29. Upon information and belief, Defendants failed to provide the Plaintiffs and class
2 members timely, uninterrupted, on-the-clock rest period of no less than ten minutes for every four
3 hours worked, or every major fraction thereof. Defendants also routinely failed to provide the
4 aggrieved employees with a second rest period for shifts lasting longer than six hours, or a third
5 rest period for shifts lasting longer than ten hours. These policies, among others, have resulted in
6 a denial of these employees' rights to a ten-minute rest period in violation of California law.

7 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and class members were entitled to receive all rest breaks or
9 payment of one (1) additional hour of pay at the Plaintiffs' and class members' regular rate of pay
10 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiffs
11 and class members did not receive all rest breaks or payment of one (1) additional hour of pay at
12 the aggrieved employees' regular rate of pay, including all non-discretionary bonuses, when a rest
13 break was missed.

14 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that Plaintiffs and class members were entitled to receive itemized wage
16 statements that accurately showed their gross and net wages earned, inclusive dates of pay periods,
17 total hours worked, and all applicable hourly rates in effect and the number of hours worked at each
18 hourly rate in accordance with California law. In violation of the Labor Code, Plaintiffs and Labor
19 Class Members were not provided with accurate itemized wage statements. Moreover, Plaintiffs
20 were not able to access their wage statements due to website malfunctions. When Plaintiffs
21 requested hard copies of their time records, Defendants neglected to fulfill their requests in a timely
22 manner, if at all.

23 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs and Waiting Time Subclass members were entitled to timely
25 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiffs
26 and Waiting Time Subclass members did not receive payment of all wages within permissible time
27 periods.
28

1 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
2 should have known that they had a duty to indemnify Plaintiffs and class members for all necessary
3 expenditures or losses incurred in the discharge of their duties. For example, Plaintiffs and other
4 class members were required to use their personal cellular device for work related purposes, such
5 as, but not limited to, communicating with other co-workers. Furthermore, Defendants failed to
6 reimburse Plaintiff and other class members for the purchasing of Personal Protective Equipment
7 (“PPE”), including but not limited to masks and gloves.

8 34. Plaintiffs are informed and believe, and thereon allege that Defendants failed to
9 provide Plaintiffs and other Class Members with paid sick days at the rate of not less than one hour
10 per every 30 hours worked at their regular rate of compensation, beginning at the commencement
11 of their employment, and failed to provide supplemental paid sick leave at the Plaintiffs’ and class
12 members’ regular rate of pay in response to the COVID-19 pandemic.

13 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known they had a duty to compensate Plaintiffs and class members, and Defendants
15 had the financial ability to pay such compensation but willfully, knowingly and intentionally failed
16 to do so all in order to increase Defendants’ profits.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order § 3)**

20 36. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
21 though fully set forth herein.

22 37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
23 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
24 wage than the minimum so fixed is unlawful.

25 38. During the relevant time period, Defendants paid Plaintiffs and class members
26 less than minimum wages when, for example, Defendants required Plaintiffs and class members
27 to work off-the-clock before the beginning of their shifts, during health screenings when
28 Plaintiffs and class members were under Defendants’ control. Plaintiffs and class members were

1 also subjected to unpaid mandatory drug tests. To the extent these hours do not qualify for the
2 payment of overtime or doubletime, Plaintiffs and class members were not being paid at least
3 minimum wage for their work.

4 39. During the relevant time period, Defendants regularly failed to pay at least
5 minimum wage to Plaintiffs and class members for all hours worked pursuant to Labor Code
6 §§ 1194 and 1197.

7 40. Defendants' failure to pay Plaintiffs and class members the minimum wage as
8 required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiffs and class
9 members are entitled to recover the unpaid balance of their minimum wage compensation as well
10 as interest, costs and attorney's fees.

11 41. Pursuant to Labor Code § 1194.2, Plaintiffs and class members are entitled to
12 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
13 thereon.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **(Violation of Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

17 42. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
18 though fully set forth herein.

19 43. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
20 unlawful to employ persons without compensating them at a rate of pay either one and one-half
21 or two times the person's regular rate of pay, depending on the number of hours worked by the
22 person on a daily or weekly basis.

23 44. Pursuant to California Labor Code §§ 510 and 1194, during the relevant time
24 period, Defendants were required to compensate Plaintiffs and class members for all overtime
25 hours worked, calculated at one and one-half (1½) times the regular rate of pay for hours worked
26 in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
27 hours of the seventh consecutive work day, with doubletime after eight (8) hours on the seventh
28 day of any work week, or after twelve (12) hours in any work day.

1 45. Plaintiffs and class members were non-exempt employees entitled to the
2 protections of California Labor Code §§ 510 and 1194.

3 46. In violation of state law, Defendants have knowingly and willfully refused to
4 perform their obligations and compensate Plaintiffs and class members for all wages earned as
5 alleged above.

6 47. Defendants' failure to pay Plaintiffs and class members the unpaid balance of
7 overtime and doubletime compensation, as required by California law, violates the provisions of
8 Labor Code §§ 510 and 1198, and is therefore unlawful.

9 48. Pursuant to Labor Code § 1194, Plaintiffs and class members are entitled to
10 recover their unpaid overtime and doubletime compensation as well as interest, costs and
11 attorneys' fees.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

15 49. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
16 though fully set forth herein.

17 50. Labor Code § 226.7 provides that no employer shall require an employee to work
18 during any meal period mandated by the IWC Wage Orders.

19 51. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
20 any person for a work period of more than five (5) hours without a meal period of not less than
21 30 minutes, except that when a work period of not more than six (6) hours will complete the day's
22 work the meal period may be waived by mutual consent of the employer and the employee."

23 52. Labor Code § 512(a) provides that an employer may not require, cause or permit
24 an employee to work for a period of more than five (5) hours per day without providing the
25 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the
26 total work period per day of the employee is not more than six (6) hours, the meal period may be
27 waived by mutual consent of both the employer and the employee.

28 53. Labor Code § 512(a) also provides that an employer may not employ an employee

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

5 54. During the relevant time period, Plaintiffs and class members did not receive
6 timely, compliant meal periods for each five hours worked per day.

7 55. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
8 an employer to pay an employee one additional hour of pay at the employee's regular rate of
9 compensation for each work day that a meal period is not provided.

10 56. At all relevant times, Defendants failed to pay Plaintiffs and class members all
11 meal period premiums due for meal period violations pursuant to Labor Code § 226.7(b) and
12 section 11 of the applicable IWC Wage Order.

13 57. As a result of Defendants' failure to pay Plaintiffs and class members an additional
14 hour of pay for each day a meal period was not provided, Plaintiffs and class members suffered
15 and continue to suffer a loss of wages and compensation.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE REST PERIODS**

18 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order)**

19 58. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
20 though fully set forth herein.

21 59. Labor Code § 226.7(a) provides that no employer shall require an employee to
22 work during any rest period mandated by the IWC Wage Orders.

23 60. Section 12 of the applicable IWC Wage Order states "every employer shall
24 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
25 the middle of each work period" and the "authorized rest period time shall be based on the total
26 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
27 thereof" unless the total daily work time is less than three and one-half (3½) hours.

28 61. During the relevant time period, Plaintiffs and class members did not receive a ten

1 (10) minute rest period for every four (4) hours or major fraction thereof worked.

2 62. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
3 an employer to pay an employee one additional hour of pay at the employee's regular rate of
4 compensation for each workday that the rest period is not provided.

5 63. At all relevant times, Defendants failed to pay Plaintiffs and class members all rest
6 period premiums due for rest period violations pursuant to Labor Code § 226.7(b) and section 12
7 of the applicable IWC Wage Order.

8 64. As a result of Defendants' failure to pay Plaintiffs and class members an additional
9 hour of pay for each day a rest period was not provided, Plaintiffs and class members suffered
10 and continue to suffer a loss of wages and compensation.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 (Violation of Labor Code § 226; Violation of IWC Wage Order)

14 65. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
15 though fully set forth herein.

16 66. Labor Code § 226(a) requires Defendants to provide each employee with an
17 accurate wage statement in writing showing nine pieces of information, including: (1) gross
18 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
19 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
20 provided that all deductions made on written orders of the employee may be aggregated and
21 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
22 employee is paid, (7) the name of the employee and the last four digits of his or her social security
23 number or an employee identification number other than a social security number, (8) the name
24 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee.

27 67. During the relevant time period, Defendants have knowingly and intentionally
28 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs

1 and class members. The deficiencies include, among other things, the failure to correctly state
2 the gross and net wages earned by Plaintiffs and class members. Moreover, Plaintiffs were not
3 able to access their wage statements due to website malfunctions. When Plaintiffs requested hard
4 copies of their time records, Defendants neglected to fulfill their requests in a timely manner, if
5 at all.

6 68. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs
7 and class members have suffered injury and damage to their statutorily protected rights.
8 Specifically, Plaintiffs and class members have been injured by Defendants' intentional violation
9 of California Labor Code § 226(a) because they were denied both their legal right to receive, and
10 their protected interest in receiving, accurate itemized wage statements under California Labor
11 Code § 226(a). Plaintiffs have had to file this lawsuit in order to determine the extent of the
12 underpayment of wages, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs
13 would not have had to engage in these efforts and incur these costs had Defendants provided the
14 accurate wages earned. This has also delayed Plaintiffs' ability to demand and recover the
15 underpayment of wages from Defendants.

16 69. California Labor Code § 226(a) requires an employer to pay the greater of all
17 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,
18 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods,
19 plus attorney's fees and costs, to each employee who was injured by the employer's failure to
20 comply with California Labor Code § 226(a).

21 70. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and
22 class members from knowing, understanding and disputing the wages paid to them, and resulted
23 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
24 intentional failure to comply with California Labor Code § 226(a), Plaintiffs and class members
25 have suffered an injury, and the exact amount of damages and/or penalties is all in an amount to
26 be shown according to proof at trial.

27 71. Plaintiffs and class members are also entitled to injunctive relief under California
28 Labor Code § 226(h), compelling Defendants to comply with California Labor Code § 226, and

1 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 **(Violation of Labor Code §§ 2800, 2802, and the Applicable IWC Wage Order § 9)**

5 72. Plaintiffs re-allege and incorporate by this reference each and every allegation set
6 forth in all previous paragraphs of the Complaint.

7 73. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
8 indemnify his employee for losses caused by the employer's want of ordinary care."

9 74. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify his
10 or her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties..."

12 75. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the
13 term 'necessary expenditures or losses' shall include all reasonable costs, including but not
14 limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

15 76. The Applicable IWC Wage Order § 9 provides that: "When tools or equipment
16 are required by the employer or are necessary to the performance of a job, such tools and
17 equipment shall be provided and maintained by the employer . . ."

18 77. California Labor Code section 2804 mandates that this statutory right cannot be
19 waived.

20 78. During the relevant time period, Defendants were required to indemnify and
21 reimburse Plaintiffs and members of the Plaintiffs Class for all expenditures or losses caused by
22 the employer's want of ordinary care and/or incurred in direct consequent of the discharge of
23 their duties, but failed to indemnify and reimburse Plaintiffs and members of the Plaintiffs Class.

24 79. As a direct and proximate result, Plaintiffs and members of the Plaintiffs Class
25 have suffered, and continue to suffer, substantial losses, related to the use and enjoyment of such
26 monies to be reimbursed, lost interest on such monies, and expenses and attorney's fees in
27 seeking to compel Defendants to fully perform their obligations under California law, all to their
28 damage in amounts according to proof at the time of trial.

80. Accordingly, Plaintiffs and members of the Plaintiffs Class are entitled to recover, and hereby seek, an amount equal to incurred necessary expenditures, pre- and post-judgment interest, applicable penalties, attorneys' fees and costs, and any further equitable relief this Court may deem just and proper. *See* Cal. Lab. Code § 2802, *see also*, Cal. Civ. Proc. Code § 1021.5.

81. Plaintiffs, on behalf of themselves and members of the Plaintiffs Class, request relief as described below.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND

WITHIN THE REQUIRED TIME

(Violation of Labor Code §§ 201, 202 and 203; Violation of IWC Wage Order)

82. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

83. California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.

84. During the relevant time period, Defendants willfully failed to pay the Waiting Time Subclass members all their earned wages upon termination including, but not limited to, proper minimum wages, Reporting Time Pay, and overtime and doubletime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiffs and Waiting Time Subclass members all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

86. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same

1 rate until paid or until an action is commenced; but the wages shall not continue for more than
2 thirty (30) days.

3 87. Plaintiffs and Waiting Time Subclass members are entitled to recover from
4 Defendants the statutory penalty which is defined as Plaintiffs' and Waiting Time Subclass
5 members' regular daily wages for each day they were not paid, at their regular hourly rate of pay,
6 up to a thirty (30) day maximum pursuant to Labor Code § 203.

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO PAY SICK PAY**

9 **(Violation of Labor Code §§ 246, 248.1, 248.5)**

10 88. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
11 though fully set forth herein.

12 89. Plaintiffs are informed, believe, and thereon allege that in accordance with Labor
13 Code § 245 *et seq.* Plaintiffs and class members accrued paid sick days at the rate of not less than
14 one hour per every 30 hours worked, beginning at the commencement of their employment.
15 Notwithstanding the fact that Plaintiffs and class members accrued paid sick days, despite oral
16 or written request by Plaintiffs and class members, in violation of Labor Code § 246, Defendants
17 failed to provide Plaintiffs and class members paid sick days at their regular rate of pay for the
18 diagnosis, care, or treatment of an existing health condition of, or preventive care for, Plaintiffs,
19 class members, aggrieved employees, and/or members of their respective families.

20 90. Further, Plaintiffs are informed, believe, and thereon allege that, in violation
21 of [Labor Code § 246](#), Defendants did not provide Plaintiffs and class members at least 24 hours
22 or three days of paid sick leave to use by the completion of his or her 120th calendar day of
23 employment at their regular rate of pay.

24 91. In addition, Plaintiffs are informed, believe, and thereon allege that, in violation
25 of Labor Code § 248.1, Defendants failed to provide Plaintiffs and class members with
26 supplemental paid sick leave in response to the COVID-19 pandemic. Further, Plaintiffs allege
27 Defendants failed to provide Plaintiffs and class members with supplemental paid sick leave
28 pursuant to section 248.1 at their regular rate of pay.

1 92. Pursuant to Labor Code § 248.5, Plaintiffs seek relief as described below.

2 **NINTH CAUSE OF ACTION**

3 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

4 93. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
5 though fully set forth herein.

6 94. Defendants' conduct, as alleged herein, has been and continues to be unfair,
7 unlawful and harmful to Plaintiffs and class members. Plaintiffs seek to enforce important rights
8 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

9 95. Defendants' activities, as alleged herein, violate California law and constitute
10 unlawful business acts or practices in violation of California Business and Professions Code
11 §§ 17200, *et seq.*

12 96. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated
13 on the violation of any state or federal law.

14 97. Defendants' policies and practices have violated state law in at least the following
15 respects:

16 (a) Failing to pay all minimum wages owed to Plaintiffs and class members in
17 violation of Labor Code §§ 1194.2, and 1197;

18 (b) Failing to pay all overtime and doubletime wages at the proper rate to Plaintiffs
19 and class members in violation of Labor Code §§ 510, 1194 and 1198;

20 (c) Failing to provide timely meal period and rest periods without paying Plaintiff
21 and class members premium wages for every day said meal and rest periods were not provided
22 in violation of Labor Code §§ 226.7 and 512;

23 (d) Failing to provide Plaintiffs and class members with accurate itemized wage
24 statements in violation of Labor Code § 226;

25 (e) Failing to provide Plaintiffs and class members with sick pay in violation of Labor
26 Code §§ 246, 248.1, and 248.5; and

27 (e) Failing to timely pay all earned wages to Plaintiffs and Waiting Time Subclass
28 members upon separation of employment in violation of Labor Code §§ 201, 202 and 203.

98. Defendants intentionally avoided paying Plaintiffs and class members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

99. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiffs and class members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. (“PAGA”)

100. Plaintiffs hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

101. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for violation of the 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 the procedures specified in Labor Code § 2699.3.

102. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

103. Defendants' conduct violates numerous Labor Code sections including, but not limited to, the following:

(a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 558, 1194, 1197 and 1198 for failure to timely pay all earned wages (including minimum and overtime wages) owed

1 to Plaintiffs and other aggrieved employees during employment and upon separation of
2 employment as herein alleged;

3 (b) Violation of Labor Code § 246, 248.1, and 248.5 for failure to pay sick time for at
4 the regular rate of pay;

5 (c) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
6 the aggrieved employees and failure to pay premium wages for missed meal periods as herein
7 alleged;

8 (d) Violation of Labor Code § 226.7 for failure to permit rest breaks to the aggrieved
9 employees and failure to pay premium wages for missed rest periods as herein alleged;

10 (e) Violation of Labor Code §§ 2800, 2802 for failing to reimburse Plaintiffs and class
11 members for all necessarily incurred business expenses;

12 (f) Violation of Labor Code § 226 for failure to provide accurate itemized wage
13 statements to Plaintiffs and other aggrieved employees as herein alleged; and

14 (g) Violation of Labor Code §§ 1174 and 1174.5 for failing to maintain accurate
15 records.

16 104. Plaintiffs are an “aggrieved employee” because she was employed by the alleged
17 violator and had one or more of the alleged violations committed against her, and therefore is
18 properly suited to represent the interests of all other aggrieved employees.

19 105. On February 26, 2021, Plaintiffs gave notice of these claims to the California Labor
20 and Workforce Development Agency (“LWDA”) and to Defendants. Plaintiffs have not received
21 any response from the LWDA indicating that it intends to investigate these claims. Accordingly,
22 Plaintiffs have exhausted all notice requirements under the PAGA.

23 106. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
24 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
25 cited above.

26 107. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs incurred
27 herein.

28 ///

PRAYER FOR RELIEF

Plaintiffs, on their own behalf and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiffs;

2. For appointment of Daisy Page and LaDonna Sanders as the class representatives;

3. For appointment of Lebe Law, APLC as class counsel for all purposes;

4. For compensatory damages in an amount according to proof with interest thereon;

5. For economic and/or special damages in an amount according to proof with interest thereon;

6. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;

7. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

8. For civil penalties under PAGA, 75% of which will be paid to the LWDA and 25% of which will distributed to the aggrieved employees;

9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

12. For pre-judgment interest; and

///

///

///

///

13. For such other relief as the Court deems just and proper.

Dated: May 3, 2022

Lebe Law, APLC

By: _____



Jonathan M. Lebe

Zachary T. Gershman

Shigufa K. Saleheen

Attorneys for Plaintiffs Daisy Page and LaDonna
Sanders,

Individually and on behalf of all others similarly situated

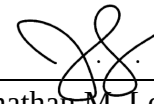
DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: May 3, 2022

Lebe Law, APLC

By: _____



Jonathan M. Lebe

Zachary T. Gershman

Shigufa K. Saleheen

Attorneys for Plaintiffs Daisy Page and LaDonna
Sanders,

Individually and on behalf of all others similarly situated