

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Kaitlyn Lamping (“Plaintiff Lamping”) and Sherry Morrow (“Plaintiff Morrow”) (collectively, “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Vincent G. Harris Insurance Agency (“Vincent Harris” or “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Stephen W. Robertson of Hardy Erich Brown & Wilson.

On March 22, 2021, Plaintiffs filed a class action lawsuit against Defendant in Sacramento County Superior Court, in the matter titled *Kaitlyn Lamping, et al. v. Vincent G. Harris Insurance Agency*, Sacramento Superior Court, Case No. 34-2021-00297056-CU-OE-GDS, alleging the following causes of action: (1) minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period violations; (5) unlawful deductions from wages; (6) wage statement penalties; (7) waiting time penalties; (8) unfair competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*); and (9) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.* On May 10, 2021, Plaintiffs filed the operative First Amended Class and Representative Action Complaint (“FAC”). The complaint and the FAC shall be referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiffs and Defendant agree as follows:

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

All current and former non-exempt employees of Defendant who are or have been employed by Defendant in California at any time from March 22, 2017, through August 26, 2022 (“Class Period”).

Defendant represents that there are approximately 56 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into this Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** As of: (i) the Effective Date (as defined below) occurs and (ii) the settlement is fully funded, Plaintiffs and the Settlement Class members will release and discharge Defendant and any of Defendant’s officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), as follows:

- A. **Release by Settlement Class.** Settlement Class members (except those who opt-out) shall release all claims, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) unlawful deductions from wages; (6) failure to provide compliant wage statements; (7) waiting time penalties; and (8) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released Claims”). The release of the Class Released Claims shall apply for the duration of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Defendant in California at any point from January 14, 2020, through August 26, 2022 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff Lamping’s January 14, 2021 and Plaintiff Morrow’s March 5, 2021 Notification Letters to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **Release by Plaintiffs.** In light of Plaintiffs’ Class Representative Service Awards, Plaintiffs have agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from their employment with Defendant, for the duration of the Class Period (“Plaintiffs’ Released Claims”). Plaintiffs and Defendant understand and agree that, by way of this release, Plaintiffs are not releasing, compromising, settling, or resolving any claims for or related to workers’ compensation, any claims for unemployment insurance benefits, nor any other claims which cannot be released as a matter of law. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**
- D. **Effective Date:** The “Effective Date” of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) judgment approving the settlement becomes Final. The term “Final” means: (i) if no objections are made to the Settlement, or if any objections to the Settlement are withdrawn, then the Settlement will be “Final” on the date the Court enters judgment on the Settlement; (ii) if an objection is made to the Settlement and not withdrawn, and the objection is overruled by the Court with no appeal being taken, then the Settlement will be “Final” on the expiration date of

the time for filing or noticing any appeal of the judgment; (iii) if there is an appeal of the Court's judgment, the Settlement will be "Final" on the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court and/or United States Supreme Court; or (iv) if a petition for writ of certiorari is filed, the Settlement will be "Final" on the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount ("Gross Settlement Amount") of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
 - B. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days of the Final Effective Date.
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00);
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for each Plaintiffs' Class Representative Service Award, for a total of Twenty Thousand Dollars (\$20,000.00), in recognition of their contributions to the Action and service to the Settlement Class;
 - (4) Up to one-third of the Gross Settlement Amount (currently estimated to be \$66,666.67) in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and
 - (5) Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Eighteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$18,750.00), will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

The amounts described in Section 3.C.(1)-(5) are subject to Court approval. Defendant will not oppose the reasonableness of these requests. Any

reduction by the Court of these requests will revert to the Net Settlement Amount (described below).

- E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes that are part of any Individual Settlement Amount designated as wages, which shall be paid by Defendant separate from, and in addition to, the Gross Settlement Amount. Defendant shall deposit the employer-side taxes with the Settlement Administrator no later than the date it deposits the payment as described in Paragraph 3.B.
- F. **Plaintiffs' Option to Rescind.** Defendant represents that there are approximately 60 Settlement Class members who worked during the Class Period. If the number of Settlement Class members is 10% or more greater than this figure (i.e., if there are 67 or more Settlement Class members), Plaintiffs shall have the option, in their sole discretion, to rescind the settlement. However, Defendant may preempt this option by increasing the Gross Settlement Amount commensurate with the amount of increase to Settlement Class members. For example, if the number of Settlement Class members during the Class Period is 12% greater than the numbers stated herein, then Defendant can preempt Plaintiffs' right to rescind by increasing the Gross Settlement Amount by 12%.

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

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the total amount set aside as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's: (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.
 - i. Payments from the Net Settlement Amount: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member's payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$6,250.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all Settlement Class members (regardless of whether they opt-out) who worked for Defendant

at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant as a non-exempt employee in California during the PAGA Period (“Pay Periods”). Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period.

- B. **Calculation of Settlement Awards.** Within five (5) business days of: (i) the Effective Date occurring and (ii) Defendant’s deposit of the Gross Settlement Amount, the Settlement Administrator will calculate Individual Settlement amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlements, and provide the same to counsel for review and approval.
- C. **Payment of Individual Settlement Awards.** Within five (5) business days of: (i) the Effective Date occurring, (ii) Defendant’s deposit of the Gross Settlement Amount, and (iii) after approval by counsel of the Individual Settlement Award calculations, the Settlement Administrator will prepare and mail via First-Class U.S. mail Individual Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel’s attorneys’ fees and costs, Plaintiffs’ Class Representative Service Awards, PAGA payment to the LWDA, and the Settlement administration costs to itself, at the same time it mails the Individual Settlement Awards to Settlement Class members.
- D. For tax purposes, each Individual Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (33.3%) wages, one-third (33.3%) interest, and one-third (33.3%) penalties. The Settlement Administrator will issue to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, including but not limited to, 401K benefits or matching benefits. Each Settlement Class member is responsible for the proper tax treatment of his/her Individual Settlement Award, and neither Plaintiff, Defendant, nor their respective counsel are providing tax advice with respect to the tax treatment of Individual Settlement Awards.
- E. Each member of the Settlement Class who receives an Individual Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails the payment. Any funds payable to Settlement Class members whose checks

are not cashed within 180 days after mailing, shall escheat to the California State Controller's Office for deposit in the Unclaimed Property Fund, in the name of the Class member.

- F. Neither Plaintiffs nor any of the Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$66,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Gross Settlement Agreement. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Service Awards.** Defendant will not object to a request for a Class Representative Service Award to each Plaintiff of up to \$10,000.00, for a total of \$20,000.00, for their time and risk in prosecuting this case, their individual release of all claims, their Code of Civil Procedure section 1542 waiver, and their services to the Settlement Class. Plaintiffs' Class Representative Service Awards will be in addition to Plaintiffs' Individual Settlement Awards as Settlement Class members, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to \$7,500.00 services from the Gross Settlement Agreement. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the GSA only after all Individual Settlement Awards have been mailed to Settlement Class members and the PAGA payment is made to the LWDA. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

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

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiffs as the Class Representatives for the Settlement Class;

- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment and Workweek data (“Class Data”) for each Settlement Class member.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member and receive approval from counsel of those calculations; and (iv) mail via First Class U.S. mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the class Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely

submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal, or comment on the Settlement Agreement.

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

D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award (excluding any tax calculations) as well as the information that was used to calculate the estimated Individual Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot agree, the Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant’s Counsel to provide notice of the proposed settlement.

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs’ and Class Counsel’s application for attorneys’ fees and costs, Class Representative Service Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

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

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

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

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

if to Defendant: Stephen W. Robertson
HARDY ERICH BROWN & WILSON
455 Capitol Mall, Suite 200
srobertson@hebw.com

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

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

16. **Nondisclosure and Nonpublication.** Class counsel shall not publicize the settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiffs and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiffs or Class Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the Settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in this Settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED: 5/19, 2023

VINCENT G. HARRIS INSURANCE AGENCY

By: 
Name: Vincent G. Harris
Title: CEO

DATED: May 4, 2023, 2023

PLAINTIFF KAITLYN LAMPING

By: 
Kaitlyn Lamping (May 4, 2023 14:59 CDT)
Plaintiff and Settlement Class Representative

DATED: _____, 2023

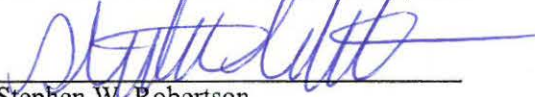
PLAINTIFF SHERRY MORROW

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: 5-19, 2023

HARDY ERICH BROWN & WILSON, APC

By: 
Stephen W. Robertson
Attorneys for Defendant

DATED: May 4, 2023

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

DATED: _____, 2023

VINCENT G. HARRIS INSURANCE AGENCY

By: _____

Name: _____

Title: _____

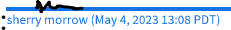
DATED: _____, 2023

PLAINTIFF KAITLYN LAMPING

By: _____
Plaintiff and Settlement Class Representative

DATED: May 4, 2023, 2023

PLAINTIFF SHERRY MORROW

By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: _____, 2023

HARDY ERICH BROWN & WILSON, APC

By: _____

Stephen W. Robertson
Attorneys for Defendant

DATED: May 4, 2023

HAINES LAW GROUP, APC

By:  _____

Paul K. Haines
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KAITLYN LAMPING and SHERRY MORROW, on
behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

VINCENT G HARRIS INSURANCE AGENCY, a
California Corporation; and DOES 1 through 100,

Defendants.

Case No. 34-2021-00297056-CU-OE-GDS

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees of Defendant Vincent G Harris Insurance Agency (“Defendant”) who are or have been employed by Defendant in California at any time from March 22, 2017, through August 26, 2022. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Kaitlyn Lamping, et. al v. Vincent G. Harris Insurance Agency*, Sacramento County Superior Court, Case No. 34-2021-00297056-CU-OE-GDS (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant’s records show that you were employed by Defendant as a non-exempt employee in California between March 22, 2017, and August 26, 2022 (the “Class Period”), and are therefore part of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, www.phoenixclassaction.com.

What is this case about?

Plaintiffs Kaitlyn Lamping (“Plaintiff Lamping”) and Sherry Morrow (“Plaintiff Morrow”) (collectively, “Plaintiffs”) have filed a lawsuit alleging that Defendant violated California law by: (1) failing to pay minimum wages for all hours worked; (2) failing to pay all overtime wages; (3) failing to provide all legally required meal periods; (4) failing to authorize and permit all legally required rest periods; (5) making unlawful deductions from wages; (6) failing to provide accurate, itemized wage statements; (7) failing to timely pay all wages owing upon separation of employment; and, as a result of the above, (8) engaging in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), interest, and attorneys’ fees and costs. Plaintiffs are known as the “Class Representatives.” Plaintiffs’ attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Defendant denies that it has done anything wrong. Defendant denies that it owes Settlement Class members any wages, restitution, penalties, or other damages or amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in Defendant's best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. Defendant provided relevant information to Class Counsel and the Settlement was reached after mediation conducted by an experienced mediator and arm's-length negotiations between the parties.

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

Who are the Attorneys?

Attorneys for Plaintiffs / Settlement Class members:	Attorneys for Defendant:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Martenson, Hasbrouck & Simon LLP Stephen W. Robertson srobertson@martensonlaw.com 455 Capitol Mall, Suite 400 Sacramento, CA 95814 Direct: (916) 970-1431

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court granted preliminary approval of the Settlement. If the Court grants final approval of the Settlement, Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as specifically described below.

Defendant has agreed to pay \$200,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and costs, settlement administration costs, the Class Representative Service Awards, and the amount designated as PAGA civil penalties.

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

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount (which is currently estimated to be \$66,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$7,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Class Representative Service Awards. Class Counsel will ask the Court to award \$10,000.00 to Plaintiff Lamping and \$10,000 to Plaintiff Morrow, for a total of \$20,000.00, as the Class Representative Service Awards. These payments are meant to compensate Plaintiffs for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to the State of California. The parties have agreed to allocate \$25,000.00 of the Gross Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$18,750.00) will be payable to the Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties, and the remaining 25% (\$6,250.00) will be payable to the Settlement Class as the “PAGA Amount.”

Calculation of Settlement Class Members’ Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) The NSA will be allocated proportionally to all participating Settlement Class members (i.e., those who do not opt out) based on each Settlement Class member’s total weeks worked for Defendant in California as a non-exempt employee during the Class Period.
- (ii) In addition to the NSA, \$6,250 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (regardless whether they opt out) who worked for Defendant in California at any time from January 14, 2020 through August 26, 2022 (the “PAGA Period”), in proportion to the number of pay periods that each Settlement Class member worked for Defendant in California as a non-exempt employee during that time period.

Individual Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class members who did not opt out of the settlement by submitting a valid and timely Request for Exclusion.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as one hundred percent (100%) penalties. Any payment made from the NSA shall be allocated as one-third (33.3%) wages, one-third (33.3%) penalties, and one-third (33.3%) interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Settlement Class members. If the Court approves the Settlement, as of the Effective Date and once the settlement is fully funded, each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully release and discharge Defendant and any of Defendant’s officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns (collectively the “Released Parties”) from all claims, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) unlawful deductions from wages; (6) failure to provide compliant wage statements; (7) waiting time penalties; and (8) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released Claims”). In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Defendant in California at any point during the PAGA Period shall release Defendant from all claims for civil penalties under the PAGA, arising during the PAGA Period as disclosed in Plaintiff Lamping’s January 14, 2021 and Plaintiff Morrow’s March 5, 2021 Notification Letters to the LWDA (the “PAGA Released Claims”).

Conditions of Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Award which has been calculated for you based on the formula set forth above, and as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

Check Cashing Deadline and Uncashed Checks. If you are issued a Settlement Award, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator to cash it. If you do not cash your check within 180 days after mailing, the check will become void, and the funds associated with such voided checks will be distributed to the Controller of the State of California to be held in your name pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for your benefit until such time that you claim the funds being held in your name.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks and pay periods you worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period, respectively. The information contained in Defendant's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

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

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member with respect to the class claims alleged, shall be barred from participating in the class settlement, and shall receive no benefits from the class settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, Settlement Class members who were employed by Defendant in California at any time during the PAGA Period, including those who opt-out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion Form.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Kaitlyn Lamping, et al. v. Vincent G. Harris Insurance Agency*, Sacramento County Superior Court, Case No. 34-2021-00297056-CU-OE-GDS. You need not file a written objection in order to appear at the Final Approval Hearing.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814. At the Final Approval Hearing, the Court will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the service awards to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular court hours. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR IT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

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

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

KAITLYN LAMPING, et al. v. VINCENT G. HARRIS INSURANCE AGENCY
SACRAMENTO COUNTY SUPERIOR COURT CASE NO. 34-2021-00297056-CU-OE-GDS

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Vincent G. Harris Insurance Agency ("Defendant") records:

- (a) you worked [REDACTED] workweeks for Defendant as a non-exempt employee in California between March 22, 2017, and August 26, 2022 and
- (b) you worked [REDACTED] pay periods for Defendant as a non-exempt employee in California between January 14, 2020, and August 26, 2022.

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

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

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes otherwise, and that Vincent Harris' records are mistaken. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator's decision regarding any dispute will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT B



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nissim@abramsonlabor.com
www.protecting-employees.com

January 14, 2021

VIA ONLINE FILING

Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Ave, 9th Floor
San Francisco, CA 94102

VIA U.S. Mail

Stephen Robertson
455 Capitol Mall, Suite 200
Sacramento, CA 95814

Tiffany Detinne
7144 Fair Oaks Blvd. Suite 9
Carmichael, CA 95608

VIA EMAIL

srobertson@hebw.com

Re: *Kaitlyn Lamping v. Vincent G. Harris Insurance Agency*

NOTICE under Labor Code Section 2699.3(a)(1) of Violations of Cal. Lab. C. §§ 221, 222, 223, 510, 226, 226.7, 512, 1174, 1198, 98.6;

This firm has been retained by Ms. Kaitlyn Lamping (hereinafter “Plaintiff” or “Ms. Lamping”) to represent her in her claims for California Labor Code violations committed against her and her coworkers by The Vincent G. Harris Insurance Agency (hereinafter “Defendant”) during her employment.

Ms. Lamping began her employment with Defendant on or about November 1, 2018 as a customer service and sales representative. In that role, she worked approximately 40 hours each week, for which she earned \$17.30 per hour and objectively assessed performance-based commission payments.

Throughout her time working with Defendant, it employed a series of unlawful policies designed to maximize employee productivity at the expense of their statutorily guaranteed rights. There are several examples of these abusive practices but a non-exhaustive selection of examples are provided here for reference.

Defendant's managing agents ordered Ms. Lamping and her colleagues to clock out for meal periods but continue working during those times. Defendant also ensured that Ms. Lamping and her colleagues maintained very heavy workloads that did not allow them to take any of their statutorily mandated meal and rest breaks. Ms. Lamping complained to her managers about the manifest unfairness of Defendant's expectation that she continue to work off the clock during what should have been her lunch break. Her managers told her that rest and meal breaks are "stupid rules" that the company and management, "did not believe in." As such, Defendant did not pay Ms. Lamping for at least one half-hour of work for each day of her employment and completely denied her the right to take her statutorily mandated rest breaks.

In addition, Defendant employed an unlawful policy under which it deducted employee's rightfully earned bonus and commission payments for each absence. In a statement of policy titled, "Sick Time/Paid Time Off", Defendant stated that, "Where an employee uses all of their vacation, sick time, and personal time, and then continues to miss work, there will be repercussions." These repercussions took the form of a gradual reduction of employees' monthly bonuses for each absence until an employee's monthly bonus was totally eliminated by the fourth absence. Through this policy, Defendant both unlawfully punished employees who needed extended periods of leave and deducted their employee's rightfully earned wages in retaliation for taking statutorily protected time off work.

Plaintiff hereby gives notice pursuant to Labor Code §2699.3(a)(1) that Defendant has violated California Labor Code §§ 221, 222, 223, 226, 226.7, 512, 1174, 1198, and 98.6. Plaintiff also declares her intent to bring a lawsuit against Defendants for PAGA claims on behalf of Plaintiff and other similarly situated employees, in addition to other causes of action.

Violation of Labor Code § 221 – For Unlawful Reduction or Elimination of Commission/Bonus Payments

Lab. C. § 221 states, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Under the statute, employers may not deduct money rightfully earned by the employee, including earned commission payments.

Violation of Labor Code § 222 – For Unlawful Withholding of Part of Wage

The labor code forbids employers to withhold part of an employee's wages or to secretly pay specific employees less than the amount the employer is meant to pay under a collective bargaining agreement.

Violation of Labor Code § 223 – For Payment of Less than Statutory or Contractual Wage Scale

Under the Labor Code, “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” If an employer purports to pay their employees the amount indicated in an employment contract, they must pay that amount.

Violation of Labor Code §226 – For Lack of Accurate Payroll Records

Lab. C. §226 requires, *inter alia*, employers to furnish each of his or her employees with an **accurate** itemized statement, which includes all hours worked and premium pay for meal and rest period violations. It also requires that the statements include the inclusive dates of each pay period. Plaintiff was not given accurate itemized wage statements because the statements did not accurately reflect all premium pay due to Plaintiff for missed meal and rest breaks. On information and belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law, including those provided for in Lab. C. §226.

Violation of Labor Code §226.7 – For Lack of Premium Pay

Lab. C. §226.7 requires an employer to provide meal periods and authorize and permit rest periods to its employees that are entitled to those breaks under any Industrial Welfare Commission (“IWC”) Orders, including Order 5-2001, which entitled Plaintiff and Plaintiff's coworkers to meal and rest periods. If meal or rest periods are violated, an employer is required to pay premium pay. Rest periods were not provided, were interrupted, were too short, and/or were not authorized and permitted within the time periods prescribed by law, so Defendant violated this section by not paying premium pay for these violations. Meal periods were not provided, were interrupted, were too short, and/or were not authorized and permitted within the time periods prescribed by law, so Defendant violated this section by not paying premium pay for these violations. On information and belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code §512 – For Lack of Meal Breaks

Lab. C. §512 forbids employing an employee for more than five hours per day without a meal period of at least 30 minutes absent a written waiver in certain situations. Another meal period of at least 30 minutes must be provided if the employee is going to be employed for more than 10 hours of work absent a written waiver in certain situations. Plaintiff was not provided with meal periods as required by law. Even where Plaintiff attempted to take her meal period, she was consistently interrupted by management and required to return to work. On information and

belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code §1174(d) – For Failure to Keep Payroll Records Showing Hours Worked Daily As Prescribed by IWC Order 5-2001

It is a violation of Lab. C. §1174(d) to fail to comply with IWC Order 5-2001 §7. This section requires that **accurate** time records be kept showing when the employee begins and ends each work period, including meal periods, and total daily hours worked. There are no such accurate records for Plaintiff, which is a clear violation and creates a strong inference other employees are similarly aggrieved. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code §1198 – For Violating Standard Labor Conditions Under the IWC

Under Lab. C. §1198, it is unlawful to violate the conditions of labor prohibited by wage orders, including IWC Order 4-2001. IWC Order 4-2001 prohibits making employees work through their meal and rest breaks. It also prohibits making an employee work past certain time periods without providing meal periods and without authorizing and permitting rest periods. Plaintiff was not provided all meal and rest periods as required by law and was not authorized or permitted to take all meal and rest periods as required by law, so Defendant violated this section. On information and belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code § 98.6

Under Labor Code §98.6, an employer may not retaliate against an employee who exercises any of his or her rights under the Labor Code or who complains or makes reports of Labor Code violations. Plaintiff in this case reported a pattern of workplace sexual harassment and was thereafter terminated for no reason. On information and belief, other employees suffered from similar violations. Plaintiffs are entitled to all civil penalties as provided by law.

Pursuant to Labor Code §2699, *et seq.*, Plaintiff intends to pursue all Plaintiff's rights and remedies available to Plaintiff in a civil action. Please send any and all correspondence to our office.

Nissim Levin, Esq.
Abramson Labor Group