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 individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
 FOR THE COUNTY OF CALAVERAS**

RAYMUNDO VALLES, individually and on
 behalf of all other similarly situated
 employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California
 Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. 21CV45611

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
 MOTION FOR PRELIMINARY APPROVAL
 OF CLASS ACTION AND PAGA
 SETTLEMENT**

Date: January 14, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on January 14, 2022, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 2 of the above-entitled Court, Plaintiff Raymundo Valles,
4 individually and on behalf of all other similarly situated individuals, hereby move for entry of an Order
5 for the following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Raymundo Valles as class representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing the Shimoda Law Corp. as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action settlement, in the amount of \$170,000.00,
12 which is incorporated herein by reference;
- 13 5. Preliminarily approving the application for payment to Class Counsel of attorneys' fees in
14 the amount of \$59,500.00 (35% of the Gross Settlement Amount);
- 15 6. Preliminarily approving the application for payment to class counsel of reasonable costs not
16 to exceed \$15,000.00;
- 17 7. Preliminarily and conditionally approving the Class Representative Enhancement Payment of
18 \$7,500.00 to Plaintiff Raymundo Valles;
- 19 8. Preliminarily approving the appointment of Simpluris, Inc. as the Claims Administrator and
20 for payment to Simpluris, Inc. for administering said class action settlement in an amount not
21 to exceed \$6,500.00;
- 22 9. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
23 the total amount of \$20,000.00, 75% of which will be paid to the Labor and Workforce
24 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 25 10. Approving as to form and content the Notice of Proposed Class Action Settlement, and
26 Hearing Date for Final Court Approval of Settlement ("Notice of Settlement") and Claim
27 Form, which provide Class Members information regarding the settlement, their ability to opt
28 out of, or object to, the settlement and which provides instruction on how to dispute an

individual's settlement allocation under the proposed settlement agreement and/or submit a Claim Form to participate in the settlement;

11. Approving the proposed procedures to notify the class and determining that the proposed notification procedures and process complies with class members' due process rights and directing the Notice of Settlement and Claim Form to be sent by first class mail to Class Members;
12. Directing the Defendant to report employment information, including social security numbers, to the Claims Administrator to administer the settlement proceeds;
13. Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate;
14. Directing that any residue from settlement checks that were not cashed by the check cashing deadline be donated 50/50 to Koinonia Family Services, a non-profit 501(c)(3) organization with child advocacy programs in the state of California, and to Capital Pro Bono, Inc. as *cy pres* recipients, subject to Court approval under the doctrine of *cy pres*; and
15. Preliminarily and conditionally approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(1), and California Rule of Court 3.769, on the grounds that the proposed class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all class members and should be approved by the Court. This motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Galen T. Shimoda, the Declaration of Raymundo Valles, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this motion.

Pursuant to Local Rule 3.3.7, the Court will make a tentative ruling on the merits of this matter by 2:00 p.m. the court day before the hearing. The complete text of the tentative ruling may be accessed on the Court's website or by calling 209-754-6285 and listening to the recorded tentative ruling. If you do not call all other parties and the Court by 4:00 p.m. the court day preceding the hearing, no hearing will be held and the tentative ruling shall become the ruling of the court.

1 Dated: December 2, 2021

Shimoda Law Corp.

2
3 By: 

4 Galen T. Shimoda
5 Justin P. Rodriguez
6 Jessica L. Hart
7 Attorneys for Plaintiff
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FILED BY FAX

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10 individually and on behalf of similarly situated employees

11 **SUPERIOR COURT OF CALIFORNIA**

12 **FOR THE COUNTY OF CALAVERAS**

13 RAYMUNDO VALLES, individually and on
14 behalf of all other similarly situated
15 employees,

16 Plaintiff,

17 vs.

18 TRICORP GROUP, INC., a California
19 Corporation; and DOES 1 to 100, inclusive,

20 Defendant.

21 **Case No. 21CV45611**

22 **CLASS ACTION**

23 **MEMORANDUM OF POINTS &
24 AUTHORITIES IN SUPPORT OF
25 PLAINTIFF'S MOTION FOR
26 PRELIMINARY APPROVAL OF CLASS
27 ACTION AND PAGA SETTLEMENT**

28 Date: January 14, 2022

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

This Motion is brought seeking preliminary approval of a wage and hour class action settlement in the gross amount of \$170,000.00. *See generally* Exhibit A (Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant [“Agreement”]). Plaintiff Raymundo Valles (“Plaintiff”) brought this class action individually and on behalf of other similarly situated employees employed by Defendant Tricorp Group, Inc., (“Defendant”). Plaintiff worked for Defendant in California from June 9, 2020, to March 10, 2021, and was subject to all the same policies and practices that are alleged to be unlawful in this litigation. *See generally* Exhibit B (Plaintiff’s Operative Complaint); Declaration of Raymundo Valles (“Decl. Valles”) ¶ 2.

Plaintiff has alleged that Defendant failed to pay overtime wages, failed to pay minimum wages, failed to provide meal periods, failed to provide rest breaks, failed to provide accurate wage statements, failed to timely pay wages, failed to reimburse expenses, failed to maintain accurate records, failed to provide paid sick leave, and unfair competition. *See generally* Exhibit B. Plaintiff has also alleged Defendant is liable for civil penalties under the Private Attorneys General Act (“PAGA”) based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the LWDA Regarding PAGA Claims). These violations primarily stem from Plaintiff’s allegations that Defendant violated California law by 1) failing to pay minimum wages to Plaintiff and similarly situated employees for all hours worked due its business practice of rounding employee hours; 2) failing to pay all overtime wages due to Defendant’s policy of shifting daily overtime hours on to days where employees did not work an eight (8) hour day; 3) failing to provide compliant meal and rest periods, or pay premiums in lieu thereof; and 4) failing to pay Plaintiff and similarly situated employees all reimbursements owed for use of their personal vehicles, cell phones, and tools for work-related purposes. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also derive from these violations. *See* Exhibit B. Plaintiff has contended that this is a meritorious class action lawsuit and that this case is appropriate for class certification for settlement purposes as the requisites for class certification in this case can be satisfied. *See* Exhibit B.

Defendant has denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Declaration of Galen T. Shimoda (“Decl. Shimoda”), ¶ 5. Defendant has

1 denied that this case is appropriate for class certification other than for purposes of settlement and that
2 Plaintiff would have difficulty proving class certification is proper here. *See id.* However, subject to
3 approval by the Court, the parties have been able to compromise and settle all asserted claims for
4 monetary compensation as a result of extensive investigations, informal document and data exchanges,
5 and extended negotiations relating to all aspects of the asserted claims. *See* Exhibit A. Plaintiff's
6 counsel is convinced that the proposed settlement is in the best interest of the putative class based on
7 the discovery, investigations, negotiations, and a detailed knowledge of the issues in this case. *See*
8 Decl. Shimoda, ¶¶ 3, 6-10. The prospect of potential class certification issues and the uncertainty of
9 class certification, difficulties of complex litigation, the lengthy process of establishing specific
10 damages and various possible delays and appeals were carefully considered by Plaintiff and Plaintiff's
11 counsel in agreeing to the proposed settlement. *See id.*

12 It is well within the discretion of this Court to grant preliminary and conditional approval of the
13 Agreement, which satisfies all of the criteria for preliminary settlement approval under California law.
14 Accordingly, Plaintiff requests that the Court: (1) provisionally and conditionally certify the proposed
15 settlement class; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit
16 A); (3) set dates for and direct distribution to the class of (a) the Notice of Pendency of Class Action
17 and Proposed Settlement (Exhibit F), which provides Class Members information regarding the
18 settlement, including information regarding the opportunity to opt-out of, or object to, the settlement
19 and how to participate in the settlement, and (b) the Claim Form (Exhibit G) notifying each class
20 member of their expected pro rata share of the settlement; and (4) adopt the implementation schedule
21 contained in the proposed order and schedule a final approval hearing.

22 **II. PROCEDURAL AND LITIGATION HISTORY**

23 Plaintiff filed a class action complaint on approximately September 16, 2021, in the Calaveras
24 County Superior Court against Defendant. Plaintiff exhausted administrative remedies under the
25 PAGA by providing notice of the claims and violations to the LWDA on April 27, 2021. *See* Exhibit
26 C; Cal. Lab. Code § 2699.3(a), (c); Decl. Shimoda, ¶ 3. *See id.*; Exhibit B. There is no date set for a
27 motion for certification or trial in this matter. *See* Decl. Shimoda, ¶ 4.

28 //

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated issues affecting certification, the merits of the class claims, and potential damages for such claims. *See id.* Plaintiff worked during the time all of Defendant's policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See Decl. Valles ¶¶ 3, 5.* The parties engaged in informal discovery and exchange of documents, including reviewing employee data, such as timecards, paystubs, payroll data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See Decl. Shimoda, ¶ 7.* The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendant Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, and sometimes contentious, arm's length negotiations. Over the course of approximately eight (8) months, Plaintiff has been investigating the claims and discussing with Defendant's counsel the merits of the claims and certification issues present in this case. *See id.* at ¶¶ 6-10. The parties exchanged substantial amounts of information and legal analysis regarding the asserted claims. *See id.* Then, only after approximately eight (8) months of litigation and negotiation, the parties were able to reach a mutually agreeable settlement. *See id.* at ¶ 8. In light of the claims and defenses at issue, the parties agreed to a Gross Settlement Amount of \$170,000.00. *See Exhibit A.*

b. The Terms of the Settlement

Under the settlement agreement, Defendant has agreed to the following:

1. The following group of individuals are covered by the Settlement (*See Exhibit A, ¶ 5*):

All non-exempt employees who have or continue to work for Defendant from May 7, 2017, to preliminary Court approval of the Settlement.

1 2. Pay the Gross Settlement Amount of \$170,000.00, inclusive of the employer's share of
2 payroll taxes, on a claims made basis to resolve and release the claims alleged in the Complaint. *See id.*
3 at ¶ 14 (c). Regardless of the claims rate, Defendant will be obligated to pay out a minimum of 50% of
4 the Net Settlement Amount. *See id.* at ¶ 14. (c)(i). In the event that less than 50% of the Net
5 Settlement Amount is claimed by Class Members who submit valid Claim Forms, the Qualified
6 Claimants, *i.e.* Class Members who have submitted valid Claim Forms, will have their individual claim
7 amounts increased pro rata until 50% of the Net Settlement Amount is distributed. *See id.* Aggrieved
8 Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of
9 being Class Members or submit Claim Forms.

10 3. The parties agree that up to \$7,500.00 for Plaintiff Raymundo Valles will be paid as a
11 Class Representative Enhancement Payment. This amount will be in addition to any amount Plaintiff
12 may be entitled to under the terms of the Agreement. *See id.* at 14 ¶ (c)(vi).

13 4. The parties agree that the cost of administering this class action settlement shall be paid
14 from the settlement proceeds. *See id.* at 14 ¶ (c)(vii). Subject to Court approval, the parties have
15 selected Simpluris, Inc. to act as the class action claims administrator, who has provided a maximum
16 cost estimate of \$6,500.00 to administer the class settlement. *See Exhibit D (Simpluris, Inc. Quote).*
17 The difference between any actual administration costs and the \$6,500.00 allocated under the
18 Agreement, if any, will be paid to Class Members on a pro rata basis. *See Decl. Shimoda*, ¶ 22.

19 5. The parties agree that \$20,000.00 of the Gross Settlement Amount shall be allocated to
20 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
21 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See Exhibit A*, at ¶
22 14 (c)(ii).

23 6. The parties agree that up to thirty-five percent (35%) of the Gross Settlement Amount
24 (\$59,500.00) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendant
25 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 16.
26 Additionally, the parties agree that Plaintiff will also be entitled to the actual litigation costs as
27 approved by the Court in an amount not to exceed \$15,000.00. *See id.* The difference between any
28 actual costs and the \$15,000.00 will be redistributed to Class Members on a pro rata basis. *See id.* The

1 proposed notice to be sent to class members will state this information. *See* Exhibit F.

2 7. Any Claims Administrator Costs, any amounts paid for attorneys' fees and costs, the
3 Class Representative Enhancement Payment, and PAGA Payment will be paid out from the Gross
4 Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶ 13.

5 8. In consideration for the value received in the Agreement, Class Members who fail to
6 timely opt-out of this settlement will waive all Qualified Claimant's Released Claims as set forth in the
7 Agreement. *See id.* at ¶ 23. Aggrieved Employees will waive all Released PAGA Claims as set forth
8 in the Agreement regardless of whether they opt out of being a Class Member. *See id.*

9 9. For any portion of the Net Settlement Sum or PAGA Payment allocated to Qualified
10 Claimants and/or Aggrieved Employees that is not claimed by them by cashing their respective
11 settlement checks within 90 days, the remaining amount shall be paid 50/50 to Koinonia Family
12 Services, a non-profit 501(c)(3) organization with child advocacy programs in the state of California,
13 and Capital Pro Bono, Inc. as *cy pres* recipients, subject to Court approval. under the doctrine of *cy*
14 *pres.* *See id.* at ¶ 20.

15 **c. Allocation of Settlement Funds**

16 Payment to Qualified Claimants of their share of the Net Settlement Amount will require the
17 submission of a Claim Form. Payment to Aggrieved Employees of their share of the PAGA Payment
18 will not require the submission of a Claim Form. Payment of Claim Amounts to Qualified Claimants
19 shall be as follows: A Net Settlement Amount will be determined by subtracting from the Gross
20 Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to
21 the Class Representative, the Claims Administrator Costs, and the PAGA Payment. Each Qualified
22 Claimant's share of the Net Settlement Amount shall be determined by taking the Qualifying
23 Workweeks for the individual Qualified Claimant and dividing that by the Qualifying Workweeks for all
24 Class Members and multiplying that fraction by the Net Settlement Amount. However, regardless of the
25 claims rate, Defendant shall be obligated to pay out a minimum of 50% of the Net Settlement Amount.
26 If less than 50% of the Net Settlement Amount is claimed by Qualified Claimants, the Qualified
27 Claimants will have their individual shares of the Net Settlement Amount increased, pro rata, until 50%
28 of the Net Settlement Amount is distributed. Any portion of the Net Settlement Amount in excess of the

1 minimum 50% threshold that is not claimed by Qualified Claimants shall remain the property of
2 Defendant. *See* Exhibit A at ¶ 14 (c)(i). Each Aggrieved Employee's share of the 25% portion of the
3 PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period
4 by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction
5 will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's
6 individual share. *See id.* at ¶ 14 (c)(i)(ii).

7 V. ARGUMENT

8 a. Class Action Settlements are Subject to Court Review and Approval Under the 9 California Rules of Court

10 A class action may not be dismissed, compromised, or settled without Court approval and the
11 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
12 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
13 4th 224, 234-35 (2001); *see also* Cal. Lab. Code §§ 2699(1)(2) (requiring Court review of PAGA
14 settlements). However, courts should give "proper deference to the private consensual decision of the
15 parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated
16 between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment
17 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
18 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned."
19 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). Where a settlement is reached on terms
20 agreeable to all parties, a court should disapprove of the settlement "only with considerable
21 circumspection." *Jamison v. Butcher & Sherrerd*, 68 F.R.D. 479, 481 (E.D. Pa. 1975). The law favors
22 settlement of lawsuits, particularly class actions and other complex cases where substantial resources
23 can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Neary v. Regents of*
24 *Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

25 b. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

26 The purpose of the Court's preliminary evaluation of a proposed class action settlement is to
27

28 ¹The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

determine only whether the proposed settlement is within the range of possible approval and whether notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994). To make the fairness determination, the Court must consider several factors, including:

the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

i. The Settlement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties

Settlement in this case was reached only after litigation and extensive arm’s length negotiations lasting approximately eight (8) months. *See Decl. Shimoda*, ¶¶ 6-10. At all times, the negotiations were adversarial and contentious, although still professional in nature. *See id.* Further, while Plaintiff contends he would ultimately prevail on the claims and the issue of certification, this is not a certainty and there is substantial risk in proceeding to further litigation. *See id.* The ability to secure a guaranteed settlement now and ensure class members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this settlement. *See id.*

ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement

The parties were in possession of all necessary information during the negotiations. The parties engaged in substantial informal discovery and exchange of documents, including reviewing employee

1 data, such as timecards, paystubs, payroll data and relevant policies for the entirety of the statute of
2 limitations applicable to the alleged claims, which covered all aspects of the class claims and helped
3 thoroughly vet the extent of Plaintiff's claims against Defendant and create an accurate damages model.
4 *See id.* at ¶ 6-10. Plaintiff was in possession of this information prior to calculating the potential
5 damages in this case. *See id.* As a result, Plaintiff was able to make a reasonable estimation of
6 Defendant's potential liability. *See id.* For these reasons, the settlement now before the Court was
7 reached at a stage where "the parties certainly have a clear view of the strengths and weaknesses of
8 their cases" sufficient to support the settlement. *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 617 (N.D.
9 Cal. 1979).

10 **iii. Plaintiff's Counsel is Experienced in Similar Litigation**

11 Plaintiff's counsel has considerable experience in class actions and wage and hour litigation.
12 Plaintiff's counsel has brought and is currently bringing several wage and hour class and/or PAGA
13 actions. Thus, Plaintiff's counsel is qualified to evaluate the class claims, value of settlement versus
14 moving for certification and going to trial, and the viability of possible affirmative defenses. *See Decl.*
15 *Shimoda*, ¶¶ 11-20. Plaintiff's counsel believes that the settlement is fair and reasonable in light of the
16 complexities of the case, the uncertainties of class certification and litigation, and the secured benefit to
17 the class. *See id.* at ¶¶ 6, 21.

18 **iv. The Settlement is Fair and Reasonable Based on the Strength of Plaintiff's Case**
19 **and the Risks and Costs of Further Litigation**

20 A review of the Agreement's terms does not give rise to any doubts about its fairness. Based on
21 the records and facts of this case, Plaintiff has secured a gross recovery of approximately 16% and a net
22 recovery of approximately 6% of the claims' maximum likely value. *See id.* at ¶¶ 9-10. Additionally,
23 the average net award per class member is approximately \$532.00. *See id.* This settlement is a
24 reasonable compromise of the class and PAGA claims, and is within the percentile ranges of the total
25 available damages that have been approved in other class settlements. *See Wershba*, 91 Cal. App. 4th
26 at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v.*
27 *Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*,
28 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in settlement of 6% of maximum

1 potential recovery after reduction for attorney's fees was higher than median percentage for recoveries
2 in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale*
3 *Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017) (approving a settlement where the net
4 recovery to class members was approximately 7.5% of the projected maximum recovery amount); *Avila*
5 *v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D. Cal. 2017): (approving a settlement
6 with a gross recovery of 11% of the projected maximum damages available and a net recovery of
7 approximately 6.7% of the projected maximum recovery); *Bellinghausen v. Tractor Supply Co.*, 306
8 F.R.D. 245 (N.D. Cal 2015) (approving a settlement where the gross recovery was approximately 8.5%
9 of the projected maximum recovery).

10 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

11 The case of *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008) requires additional
12 information be presented to the Court, acting as a fiduciary for the absent class members "to ensure that
13 the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims
14 being released, discounted by the risks and expenses of attempting to establish and collect on those
15 claims by pursuing the litigation" *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los*
16 *Angeles*, 186 Cal. App. 4th 399 (2010), clarified that a *Kullar* showing does not require the parties to
17 submit an illusory prediction of the outer reaches of exposure without taking into account the actual
18 risks of certification, decertification, dispositive motions, and trial. *Kullar* also does not require an
19 explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its
20 claims provided there is a record that allows "an understanding of the amount that is in controversy and
21 the realistic range of outcomes of the litigation." *Id.* at 409. The *Munoz* Court found that the record
22 before the trial court was sufficient, having included the number of class members, payroll data,
23 declarations describing hours and overtime worked, as well as variances in duties and rest and meal
24 period experience, and a companion action alleging less than \$5,000,000 in damages. This information
25 constituted "an adequate basis from which to garner a reasonably adequate understanding of the amount
26 that is in controversy within the meaning of *Kullar*." *Id.*

27 Plaintiff similarly relied upon payroll data and Class Members data to determine the realistic
28 potential damages suffered by the class as a whole. *See* Decl. Shimoda, ¶¶ 6-10. This analysis allowed

1 Plaintiff to determine the extent and frequency of potential violations on all claims as to all Class
2 Members. *See id.* Ultimately, Plaintiff secured a percentage of the total demand for the putative class
3 that is within the range of what has been found to be sufficient in several other cases. *See, supra,*
4 Section V.c.iv; *see also, e.g., In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at 1042; *Reed v. 1-*
5 *800 Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014) (approving a settlement of \$11.7
6 million where the maximum range of damages was \$5,000 for each of the alleged 300,000 instances of
7 unlawful recording violations (\$1.5 billion), equaling approximately .78% of the total demand and
8 approximately \$800 per class member). This settlement represents a reasonable compromise given the
9 percentage of the total demand that was secured, the average recovery per class member, the Court's
10 ability and discretion to cut PAGA penalties, and the uncertainty of class certification. *See Decl.*
11 Shimoda, ¶ 10.

12 **vi. The Enhancement Payment to the Named Plaintiff for Plaintiff's Services to the**
13 **Putative Class Is Reasonable and Routinely Awarded by Courts**

14 The Enhancement Payment to the named Plaintiff is intended to recognize the time and effort
15 expended on behalf of the class. Indeed, Courts routinely approve enhancement payments to
16 compensate named plaintiffs for the services they provide and the risks they incurred during the course
17 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
18 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
19 recognition of the services they provided to the class by responding to discovery, participating in the
20 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
21 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
22 enhancement payment).

23 In this case, Plaintiff provided and explained documents, being available at all times to discuss
24 the case with Plaintiff's counsel. *See Decl. Shimoda*, ¶ 7; *Decl. Valles*, ¶ 5. Plaintiff spent a significant
25 amount of time pursuing this litigation for the benefit of all Class Members. *See id.* Plaintiff brought
26 this action knowing there would be a delay in any payment as the litigation progressed, rather than
27 proceeding on individual claims in front of the California Labor Commissioner. *See id.* Payment of
28 \$5,000.00 to Plaintiff is appropriate given the risk, assistance, time required in bringing this case and

1 resolution of this case.

2 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is Reasonable**
3 **and Customarily Approved by Courts**

4 California state and federal courts have recognized that when a litigant's efforts create or
5 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally
6 among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*,
7 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other
8 than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."); *Vincent v.*
9 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
10 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); *see also Serrano v.*
11 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
12 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation
13 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
14 burden alone." *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026,
15 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate
16 reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable
17 sum of money. *See Dunk*, 48 Cal. App. 4th at 1808.

18 The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of
19 beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be
20 shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Grawlty*, 886
21 F.2d 268, 271 (9th Cir. 1989). These criteria are "easily met" when "each member of a certified class
22 has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered
23 on her behalf." *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson,*
24 *Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable
25 class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement
26 Plaintiff and Plaintiff's counsel were able to negotiate on behalf of the class, and the fee can be shifted
27 with exactitude to those benefitting as the fee request is a specific, lump-sum percentage of the common
28 fund. As set forth in the fee award examples provided below for the Court's reference, it is an accepted

1 practice in wage and hour class action settlements to award attorneys' fees based on a percentage of the
2 common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City*
3 *of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins.*
4 *Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

5 Historically, attorneys' fee awards in common fund cases in general range from 20% to 50% of
6 the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992,
7 §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are
8 generally approved as reasonable in wage and hour settlements below \$10 million:

9 More particularly, courts may award attorneys fees in the 30-40% range in wage and hour
10 class actions that result in recovery of a common fund under \$10 million. *See Vasquez v.*
11 *Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five
12 recent wage and hour class actions where federal district courts approved attorney fee
13 awards ranging from 30 to 33%); *Singer v. Becton Dickinson and Co.*, 2010 U.S. Dist.
14 LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee
award of 33.33% of the common fund and holding that award was similar to awards in
three other wage and hour class action cases where fees ranged from 33% to 40%);
Romero v. Producers Dairy Foods, Inc., 2007 U.S. Dist. LEXIS 86270, 2007 WL
3492841 (E.D. Ca. Nov. 14, 2007).

15 *See Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiff's
16 request of thirty-five percent (35%) of the settlement sum for attorneys' fees is within established rates
17 for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the
18 excellent results achieved in this case. *See In re Activision Sec. Litigation*, 723 F.Supp. 1373, 1379
19 (N.D. Cal. 1989); *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-cv-00634;
20 *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745; *Green, et al. v.*
21 *Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069; *Benitez et al. v.*
22 *Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122; *Chavez et al. v. Petrissans et al.*, USDC
23 Eastern District, Case No. 1:08-cv-00122; *Willis et al. v. Cal-Western Transport*, USDC Eastern
24 District, Case No. 1:00-cv-05695. To determine whether a percentage is reasonable, a court should
25 consider: (1) the percentage that would likely be negotiated between parties in a similar case; (2) the
26 percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the award; and
27 (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc. Secur.*
28 *Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555,

71 (C.D. Cal. 2005) (“the absence of objections or disapproval by class members to class counsel’s fee request further supports finding the fee request reasonable”).

These factors support Plaintiff’s request for reasonable attorneys’ fees. The typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation depending on the complexity of the case. In class action litigation, the typical percentage negotiated between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiff’s request of 35% falls within these typical fee arrangements. *See* Decl. Shimoda, ¶ 21. The quality of counsel and the average size of settlement payments to Class Members and Aggrieved Employees (\$532.00) also support the fee request when compared to other settlements courts have considered as good results. *See Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) (“Class Members will receive an average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members are provided with immediate monetary relief, with an average award of around several hundred dollars and a minimum award of \$50”).

c. Provisional Certification of the Class is Appropriate

Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.* Here, the parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because all putative class members can be readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166

1 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 125 individuals
2 who fall within the definition of Class Member, which makes joinder of all members impracticable.
3 *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531
4 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to
5 meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus,
6 these requirements are satisfied.

7 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

8 The commonality requirement is met when there are questions of law or fact regarding the class
9 as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or
10 factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See*
11 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d
12 447, 460 (1974). Common questions of law or fact must also predominate over individual questions
13 and class-wide treatment of a dispute must be superior to individual litigation.² *See Richmond*, 29
14 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication
15 by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the
16 named representative are typical of those of the class, though "they need not be substantially identical."
17 *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

18 The common questions of law and fact in this case stem from Plaintiff's contention that
19 Defendant 1) failed to pay minimum wages to Plaintiff and similarly situated employees for all hours
20 worked due their business practice of rounding employee hours; 2) failed to pay all overtime wages due
21 to Defendant's policy of shifting daily overtime hours on to days where employees did not work an
22 eight (8) hour day; 3) failed to provide compliant meal and rest periods, or pay premiums in lieu
23 thereof; and 4) failed to pay Plaintiff and similarly situated employees all reimbursements owed for use
24 of their personal vehicles, cell phones, and tools for work-related purposes. The PAGA, waiting time
25 penalty, wage statement violation, and unfair competition claims also derive from these violations. *See*
26 Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these
27

28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 violations. *See id.* Plaintiff and the Class Members seek the same remedies under state law. Under
2 these specific circumstances, the commonality and predominance requirements are satisfied. Regarding
3 the typicality requirement, Plaintiff contends he suffered from the same unlawful policies, treatment,
4 and circumstances as Class Members did, will request the same remedies, and will rely on the same
5 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
6 satisfied for settlement purposes.

7 **iii. The Adequacy Requirement is Met**

8 The adequacy of representation requirement is met if the named representative and counsel have
9 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
10 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
11 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed settlement,
12 Plaintiff and the putative class members will receive a pro rata share of the settlement based on the
13 number of workweeks they worked for Defendant. *See Exhibit A.* Finally, any settlement class
14 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
15 of workweeks stated in the Notice of Pendency of Class Action and Proposed Settlement (Exhibit F).

16 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
17 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
18 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
19 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
20 engaged Defendant's counsel in settlement discussions over the course of approximately eight (8)
21 months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims.
22 Because Plaintiff's counsel has vigorously pursued Plaintiff's and the class members' claims, the
23 adequacy requirement is met. *See generally* Decl. Shimoda.

24 **VI. CONCLUSION**

25 For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and
26 conditionally certify the class for settlement purposes; grant preliminary and conditional approval to the
27 proposed settlement, including the Plaintiff's Class Representative Enhancement Payment, the payment
28 to the LWDA under PAGA, and Class Counsel's application for reasonable attorneys' fees and costs;

1 approve the Notice of Settlement and Claim Form, including the proposed deadlines for opting-out of
2 and objecting to the settlement; and schedule the final settlement approval hearing. A copy of
3 Plaintiff's proposed order is being filed concurrently herewith.
4

5 Dated: December 3, 2021

Shimoda Law Corp.

6
7 By: 

Galen T. Shimoda

Justin P. Rodriguez

Jessica L. Hart

Attorneys for Plaintiff
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FILED BY FAX

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7 individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF CALAVERAS

11 RAYMUNDO VALLES, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 TRICORP GROUP, INC., a California
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.

Case No. 21CV45611

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 14, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Simpluris, Inc. Quote
E	Plaintiff's Itemized Costs
F	Notice of Pendency of Class Action and Proposed Settlement
G	Proposed Claim Form
H	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: December 2, 2021

Shimoda Law Corp.

By: 
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 Justin P. Rodriguez
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EXHIBIT A

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

RAYMUNDO VALLES, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 21CV45611

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE BETWEEN PLAINTIFF AND
DEFENDANT**

This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
“Stipulation of Settlement” is made and entered into by and between Plaintiff Raymundo Valles,
on behalf of himself and all others similarly situated (“Plaintiff”), and Tricorp Group, Inc.
 (“Defendant”).

1 This Stipulation of Settlement shall be binding on Plaintiff and those persons he seeks to
2 represent, and on (i) Tricorp Group, Inc. ("Defendant"); (ii) each of Defendant's respective past,
3 present and future parents, subsidiaries and affiliates; (iii) the past, present and future partners,
4 shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors
5 and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable
6 with any of the foregoing. The Settlement contemplated by this Stipulation of Settlement may
7 hereinafter be referred to as the "Settlement."

8 THE PARTIES STIPULATE AND AGREE as follows:

- 9 1. Plaintiff and Defendant are collectively referred to herein as "the Parties."
- 10 2. On September 16, 2021, Plaintiff filed a complaint in the Calaveras County
11 Superior Court for individual wage and hour claims against Defendant.
- 12 3. Plaintiff's Complaint alleges a failure to pay overtime wages, failure to pay
13 minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to provide
14 accurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure to
15 maintain accurate records, failure to provide paid sick leave, unfair competition, and a PAGA
16 cause of action, on behalf of all non-exempt employees who worked for Defendant in California
17 from May 7, 2017 to the present. The term "Action" means this putative class action pending in
18 Calaveras County Superior Court. The Class Period is from May 7, 2017, to preliminary Court
19 approval of the Settlement.
- 20 4. This Action has been actively litigated. There have been on-going investigations,
21 and there has been an exchange of extensive information. Plaintiff has not filed a motion for class
22 certification in this action, nor has a date been set by the Court for the filing of such a motion.
- 23 5. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
24 consist of all persons employed by Defendant as non-exempt employees in California between
25 May 7, 2017 and preliminary Court approval of the Settlement. The Settlement Class, however,
26 shall not include any person who previously settled or released any of the claims covered by this
27 Settlement, any person who previously was paid or received awards through civil or administrative
28

1 actions for the claims covered by this Settlement, or any person who submits a timely and valid
2 Request for Exclusion as provided in this Settlement.

3 6. Solely for purpose of settling this case, the Parties stipulate and agree that the
4 requisites for establishing class certification with respect to the Settlement Class have been met
5 and are met. More specifically, the Parties stipulate and agree that:

6 a. The Settlement Class is ascertainable and so numerous as to make it
7 impracticable to join all Class Members.

8 b. There are common questions of law and fact including, but not limited to,
9 the following:

10 i. Whether Defendant complied with applicable laws affecting
11 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
12 California Industrial Welfare Commission; and

13 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
14 penalties, interest, and attorneys' fees and costs.

15 c. Plaintiff believes Plaintiff's claims are typical of the claims of the members
16 of the Settlement Class.

17 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
18 the Settlement Class, and that Galen T. Shimoda, Justin Rodriguez, and Jessica L. Hart of Shimoda
19 Law Corp. should be "Class Counsel," and will fairly and adequately protect the interests of the
20 Settlement Class.

21 e. The prosecution of separate actions by individual members of the
22 Settlement Class would create the risk of inconsistent or varying adjudications, which would
23 establish incompatible standards of conduct.

24 f. With respect to the Settlement Class, Plaintiff believes that questions of law
25 and fact common to the members of the Settlement Class predominate over any questions affecting
26 any individual member in such Class, and a class action is superior to other available means for
27 the fair and efficient adjudication of the controversy.

1 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
2 with the claims alleged in the Complaint, and further deny that, for any purpose other than settling
3 this Action, this Action is appropriate for class or representative treatment. With respect to
4 Plaintiff's claims, Defendant contends, among other things, that they have complied with all
5 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

6 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
7 discharge all disputes and claims arising from the allegations and causes of action stated in the
8 Complaint. To achieve a full and complete release of Defendant, each Class Member
9 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of
10 any nature reasonably arising out of the allegations made in the Complaint.

11 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
12 full and complete settlement and release of all claims arising from the allegations in the Complaint
13 against (i) Tricorp Group, Inc. ("Defendant"); (ii) each of Defendant's respective past, present and
14 future parents, subsidiaries and affiliates; (iii) the past, present and future partners, shareholders,
15 directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of
16 any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
17 foregoing (collectively "Released Parties").

18 11. Counsel for the Settlement Class have conducted a thorough investigation into the
19 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
20 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of
21 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in
22 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
23 Settlement Class in light of all known facts and circumstances, including the risk of significant
24 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
25 Defendant and numerous potential appellate issues. Defendant and Defendant's counsel also agree
26 that the Settlement is fair and in the best interest of the Parties.

1 12. The Parties agree to cooperate and take all steps necessary and appropriate to
2 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
3 Settlement.

4 13. This Settlement provides for a claims-made administration process wherein
5 Defendant will pay Settlement Awards (defined below) according to a specified formula to each
6 Settlement Class Member who does not request to be excluded from this Settlement and who
7 submits a timely and valid claim form as defined below. The maximum total payment under the
8 Settlement is \$170,000.00 including the Settlement Awards for all claims, the attorneys' fees and
9 litigation costs to Class Counsel, the Enhancement Award to the Class Representative, the claims
10 administration costs, the PAGA penalties, the payroll taxes on the wage portion of the Settlement
11 Awards, and any other payments provided by the Settlement. It is understood and agreed that
12 Defendant's maximum total liability under the Settlement shall not exceed the sum of \$170,000.00.
13 It is understood and agreed that Defendant shall have no obligation to pay any person, entity or
14 organization more than the amount of its maximum total liability under the Settlement.

15 TERMS OF SETTLEMENT

16 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
17 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18 a. It is agreed by and among Plaintiff and Defendant that this Action and any
19 claims, damages or causes of action arising out of the Complaint which are the subject of this
20 Action, be settled and compromised as between the Settlement Class and Defendant, subject to the
21 terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

22 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
23 shall become effective when all of the following events have occurred: (i) this Stipulation of
24 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the
25 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
26 given to the Settlement Class, providing them with an opportunity to submit Claim Forms to
27 participate in the Settlement, or to opt out of the Settlement; (iv) the Court has held a formal
28 fairness hearing and entered a final order and judgment certifying the Settlement Class and finally

1 approving this Stipulation of Settlement, without objection by the California Labor and Workforce
2 Development Agency ("LWDA"); and (v) in the event there are objections to the Settlement which
3 are not later withdrawn, the later of the following events: when the period for filing any appeal,
4 writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or
5 other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding
6 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further
7 remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final
8 order with no right to pursue further remedies or relief. In this regard, it is the intention of the
9 Parties that the Settlement shall not become effective until the Court's order approving the
10 Settlement is completely final, and there is no further recourse by an appellant or objector who
11 seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not
12 become effective if Defendant, contrary to Paragraph 13 above, is required to pay more than the
13 total amount of its maximum total liability under the Settlement as set forth in Paragraph 13 under
14 any circumstances. It is further agreed by and between the Parties that this Settlement shall not
15 become effective, and Defendant shall not have any obligation (monetary or otherwise) under the
16 terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of
17 appeal with respect to any objections or the judgment, have been finally exhausted and resolved
18 upholding the terms of this Settlement.

19 c. Maximum Settlement Amount, and Net Settlement Amount: To implement
20 the terms of this Settlement, Defendant agrees to pay on a claims-made basis up to a maximum of
21 \$170,000.00 ("Maximum Settlement Amount"), including all Settlement Awards to Class
22 Members, the Enhancement Award to the Class Representative, PAGA penalty payments, payroll
23 taxes for the wage portion of the Settlement Awards, employer payroll taxes, and claims
24 administration expenses. At no time shall Defendant have the obligation to segregate the funds
25 comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over
26 and responsibility for those funds subject to the disbursement of funds necessary for the payment
27 of claims, approved attorneys' fees, approved costs, approved Enhancement Award to the Class
28 Representative, the claims administration fees and expenses, the payment to the LWDA pursuant

1 to PAGA, the employer payroll taxes for the wage portion of the Settlement Awards, and any other
2 payments provided by this Settlement. The Settlement Awards paid to Class Members, the
3 attorneys' fees and litigation costs to Class Counsel, the Enhancement Award to the Class
4 Representative, the fees and expenses of the Claims Administrator, the payment to the LWDA
5 pursuant to PAGA, the employer payroll taxes for the wage portion of the Settlement Awards, and
6 any other payments provided by this Settlement, shall be paid out of the Maximum Settlement
7 Amount. The "Net Settlement Amount," the amount available for potential distribution to Class
8 Members, shall be calculated by deducting from the Maximum Settlement Amount, (i) Class
9 Counsel's attorneys' fees and litigation costs, (ii) the Enhancement Award, (iii) the PAGA penalty
10 payment to the LWDA as described further below, (iv) the employer payroll taxes for the wage
11 portion of the settlement (defined and allocated below), and (v) the fees and expenses of the Claims
12 Administrator. Settlement Awards to the Class Members will be calculated by the Claims
13 Administrator and paid out of the Net Settlement Amount as set forth below.

14 i. Settlement Awards to Class Members: Settlement Awards to Class
15 Members will be determined based on the number of weeks worked by all Class Members during
16 the Class Period based on information provided by Defendant. The workweeks will be calculated
17 by Defendant or the Claims Administrator for Class Members by dividing the total days employed
18 in California as a Class Member during the Class Period by seven. Partial workweeks will not be
19 counted, meaning incomplete workweeks will be rounded down; however, if a Class Member
20 worked only one day as a Class Member, such Class Member will be credited with having worked
21 one workweek for purposes of the Settlement. Defendant's workweek data will be presumed to
22 be correct, unless a particular Class Member proves otherwise to the Claims Administrator by
23 credible written evidence submitted with the Claim Form. All workweek disputes will be resolved
24 and decided by the Claims Administrator, and the Claims Administrator's decision on all
25 workweek disputes will be final and non-appealable. For any amount of the Net Settlement Sum
26 not claimed by Class Members by submitting timely valid Claim Forms or because a Class
27 Member opted out of this Settlement, the Parties agree that the minimum amount to be paid to
28 Class Members who submit valid claims (*i.e.*, the settlement floor) will be 50 percent of the Net

1 Settlement Amount; if the amount claimed by Class Members is less than 50 percent, the amount
2 to be paid to Class Members who submit valid claims will be increased pro rata until 50 percent
3 of the Net Settlement Amount is paid out. Any unclaimed residue remaining in the Net Settlement
4 Amount will remain Defendant's sole and exclusive property. Any person who opts out of the
5 Settlement is not a Class Member, and is ineligible to object to the Settlement or to participate in
6 the Settlement.

7 ii. Private Attorneys General Act Allocation: Subject to Court
8 approval, the Parties have agreed to allocate \$20,000.00 of the Maximum Settlement Amount to
9 Plaintiffs' claims under PAGA. Seventy-five percent (75%) of this amount, or in other words
10 \$15,000.00 will be paid out of the Maximum Settlement Amount to the Labor and Workforce
11 Development Agency ("LWDA") of the State of California, and the remaining balance of
12 \$5,000.00 will remain included in the Net Settlement Amount.

13 iii. Allocation of Settlement Awards: The Parties have agreed, based
14 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
15 Members who submit timely and valid claim forms will be allocated from the Net Settlement
16 Amount and paid as follows: 1/3 will be allocated to alleged unpaid wages for which IRS Forms
17 W-2 will issue; 1/3 will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC
18 will issue; and 1/3 will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC
19 will issue.

20 iv. Settlement Awards Do Not Trigger Additional Benefits: All
21 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
22 in the year in which such awards actually are received by the Class Members. It is expressly
23 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
24 Member to additional compensation or benefits under any company bonus, contest or other
25 compensation or benefit plan or agreement in place during the period covered by the Settlement,
26 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
27 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
28 Awards provided for in this Agreement are the sole payments to be made by Defendant to the

1 Class Members in connection with this Settlement, and that the Class Members are not entitled to
2 any new or additional compensation or benefits as a result of having received the Settlement
3 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
4 document that might have been in effect during the period covered by this Settlement).

5 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
6 modification, Defendant further agrees to pay, from the Maximum Settlement Amount, Class
7 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 16 below.

8 vi. Class Representative: The Parties agree to the designation of
9 Plaintiff as "Class Representative." Subject to Court approval, Defendant agrees to pay Plaintiff,
10 from the Maximum Settlement Amount, an Enhancement Award at no additional cost to the
11 Released Parties, and subject to Plaintiff's execution of a general release of all claims under
12 California Code of Civil Procedure Section 1542. The Enhancement Award cannot exceed
13 \$7,500.00, subject to Court approval, and is in addition to any claimed individual Settlement
14 Award to which Plaintiff is entitled under this Stipulation of Settlement. The Enhancement Award
15 is to be part of, and to be deducted from, the Maximum Settlement Amount. Defendant or the
16 Claims Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to the
17 Plaintiff for Plaintiff's service as a Class Representative, and Plaintiff will be responsible for
18 correctly characterizing this compensation for tax purposes and for paying any taxes on the
19 amounts received. Should the Court approve an Enhancement Award to the Class Representative
20 in an amount less than that set forth above, the difference between the lesser amount approved by
21 the Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount

22 vii. Claims Administrator: The Claims Administrator will be Simpluris,
23 Inc., or such other claims administrator as may be mutually agreeable to the Parties, after review
24 and approval by the Parties of a not-to-exceed quote for claims administration expense which
25 Plaintiff's counsel agrees to request and circulate to Defendant's counsel. All claims
26 administration expenses shall be paid out of the Maximum Settlement Amount. The fees of the
27 Claims Administrator for work done shall be paid by Defendant regardless of the outcome of this
28 Settlement. The expenses associated with settlement administration are not to exceed \$6,500.00.

1 viii. Mailing of Settlement Awards: The Claims Administrator will
2 cause the Settlement Awards to be mailed to the Class Members who have submitted timely and
3 valid Claim Forms, have not opted out of the Settlement, and have not previously released their
4 claims as to Defendant, within 35 calendar days after the Settlement becomes effective as defined
5 in Paragraph 14.b

6 ix. Claim Forms: For each Class Member, there will be pre-printed
7 information on the Claim Form mailed to the Class Member, based on Defendant's records, stating
8 the number of weeks worked as Class Member during the Class Period, along with each Class
9 Member's estimated Settlement Award amount. The Claim Form shall be substantially in the form
10 identified as Exhibit 1 to this Settlement. The pre-printed information based on Defendant's
11 records shall be presumed to be correct, unless written proof to the contrary is provided to the
12 Claims Administrator. A Class Member may challenge the pre-printed information on the Claim
13 Form as to the weeks worked during the Class Period by submitting written evidence to the Claims
14 Administrator with the Claim Form. All disputes regarding weeks worked will be resolved and
15 decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will
16 be final and binding. All Claim Forms must be signed and dated to be considered valid.

17 d. Enhancement Award to Plaintiff for Service as Class Representative: The
18 Claims Administrator will pay the Enhancement Award approved by the Court to Plaintiff within
19 35 calendar days after the Settlement becomes effective as defined in Paragraph 14.b.

20 e. Right to Rescission: If more than five percent (5.0%) of the Settlement
21 Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth
22 in the Notice of Pendency of Class Action and Proposed Settlement, Defendant shall have the right
23 (but need not) in its sole discretion to rescind and void the Settlement, before final approval by the
24 Court, by providing written notice to Class Counsel no later than ten (10) calendar days before the
25 final approval hearing date. If Defendant exercises this option, Defendant shall pay any costs of
26 Settlement claim administration incurred up to that date, but not to include Class Counsel's fees
27 and costs.
28

CLAIMS ADMINISTRATION

15. The Parties have agreed to the appointment of Simpluris, Inc. to perform the customary duties of Claims Administrator; provided, however, the Parties shall have the right to select or substitute a different Claims Administrator by mutual agreement and approval by the Court. The Claims Administrator will mail the Notice of Pendency of Class Action and Proposed Settlement, and the Claim Form, to all Class Members. The Claims Administrator will independently review the Claim Forms and Defendant's data, based on Defendant's records, as to the number of weeks worked during the Class Period, and will calculate the amounts due to Class Members in accordance with this Stipulation of Settlement. The Claims Administrator shall report, in summary or narrative form, the substance of its findings. The Claims Administrator shall be granted reasonable access to Defendant's records to perform its duties. At the request of Defendant, and upon receipt of funds from Defendant, the Claims Administrator will issue and send out Settlement Award checks to Class Members. Defendant shall be able to review proposed distributions and class workweek data to ensure correct and accurate distributions and representations to the Class Members through the Class Notice are accurate. Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Claims 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 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create and maintain a webpage, which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Settlement Administrator deems necessary to perform its duties.

ATTORNEYS' FEES AND LITIGATION COSTS

16. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed 35

1 percent of the Maximum Settlement Amount, or in other words up to \$59,500.00, and attorneys'
2 costs not to exceed \$15,000.00 from the Maximum Settlement Amount. Defendant will not object
3 to Class Counsel's application for attorneys' fees and litigation costs up to these amounts. The
4 amounts set forth above will cover all work performed and all fees and costs incurred to date, and
5 all work to be performed and all fees and costs to be incurred in connection with the approval by
6 the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the
7 final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser
8 amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the
9 maximum amounts set forth above shall be added to the Net Settlement Amount.

10 17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
11 Counsel within 35 calendar days after the Settlement becomes effective as defined in Paragraph
12 14.b.

13 NOTICE TO THE PLAINTIFF CLASS

14 18. A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for
15 Final Court Approval ("Notice of Pendency of Class Action and Proposed Settlement") shall be
16 jointly drafted by the Parties, and as approved by the Court, shall be sent by the Claims
17 Administrator to the Class Members by first class mail. The Notice of Pendency of Class Action
18 and Proposed Settlement shall be substantially in the form identified as Exhibit 2 to this Settlement.
19 Accompanying the Notice of Pendency of Class Action and Proposed Settlement will be the Claim
20 Form that shall be jointly drafted by the Parties and as approved by the Court.

21 a. Within 30 calendar days of preliminary approval of this Settlement by the Court,
22 Defendant shall provide to the Claims Administrator the Class Members' names, last-known
23 addresses, last-known telephone numbers, Social Security Numbers, and start and end dates during
24 the Class Period. The Parties agree the Social Security Numbers will be used only by the Claims
25 Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class
26 Counsel at any time or in any form. Notwithstanding anything herein to the contrary, neither the
27 Claims Administrator nor the Class Counsel will be entitled to receive confidential information of
28 Defendant (including non-public personal information of its employees) unless and until the

1 Claims Administrator or Class Counsel, as the case may be, signs and delivers a non-disclosure
2 agreement to Defendant on terms and conditions reasonably acceptable to Defendant. To the
3 extent Class Counsel possesses or comes to possess the Class Members' contact information and/or
4 Social Security Numbers from the Claims Administrator Class Counsel shall return all such
5 information (including copies and data or information derived therefrom) within 5 calendar days
6 from the date the Court finally approves the Settlement, shall not retain copies of such information,
7 and shall not maintain or use such information for any purpose. The spreadsheet provided for
8 above, shall be based on Defendant's payroll and other business records and in a format acceptable
9 to the Claims Administrator. Defendant agrees to consult with the Claims Administrator prior to
10 the production date to ensure that the format will be acceptable to the Claims Administrator. The
11 Claims Administrator will run a check of the Class Members' addresses against those on file with
12 the U.S. Postal Service's National Change of Address List. Within 45 calendar days of preliminary
13 approval of this Settlement, the Claims Administrator will mail the Notice and the Claim Form to
14 Class Members.

15 b. Notices and Claim Forms returned to the Claims Administrator as
16 non-delivered during the 60 calendar day period for the filing of claims shall be resent to the
17 forwarding address, if any, on the returned envelope. If there is no forwarding address, the Claims
18 Administrator will do an NCOA check and will skip-trace return mail and re-mail within five (5)
19 days of receipt using the Class Member's Social Security Number; this search will be performed
20 only once per Class Member by the Claims Administrator. Class Members will have a maximum
21 of 15 days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or
22 until the end of the claims filing deadline, whichever is later. Upon completion of these steps by
23 the Claims Administrator, Defendant and the Claims Administrator shall be deemed to have
24 satisfied their obligations to provide the Notice of Pendency of Class Action and Settlement to the
25 affected member of the Settlement Class. The affected member of the Settlement Class shall
26 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
27 Settlement and the Court's Order and Final Judgment.

1 c. Claim Forms must be completed in full and timely returned to be valid. If
2 a timely submitted Claim Form is not completed in full, the Claims Administrator will send one
3 deficiency notice to the Class Member within fifteen (15) calendar days before the postmark
4 deadline, advising Class Member to cure the deficiency. The deficiency notice will provide the
5 Class Member fifteen (15) calendar days from the date of mailing of the deficiency notice to cure
6 the deficiency; the completed Claim Form must be postmarked no later than the 15th day after the
7 date of mailing of the deficiency notice or the deadline for the submission of Claim Forms
8 (whichever is later), or, unless otherwise agreed upon by the Parties, it must be rejected as untimely
9 by the Claims Administrator. The cost of the deficiency notices shall be part of the Claims
10 Administrator's expenses and paid out of the Maximum Settlement Amount.

11 d. The Notice of Pendency of Class Action and Settlement shall also identify
12 the procedures for opting out of or objecting to the Settlement.

13 e. Class Counsel shall provide to the Court, at least sixteen (16) Court days
14 before the final fairness hearing, an initial declaration by the Claims Administrator of due diligence
15 and proof of mailing with regard to the mailing of the Notice of Pendency of Class Action and
16 Proposed Settlement, and the Claim Form.

17 ADMINISTRATION PROCESS

18 19. Class Members shall have sixty (60) calendar days from the date of mailing to
19 respond to the Notice of Pendency of Class Action and Proposed Settlement.

20 20. For any Claim Forms submitted by Class Members, they shall be sent directly by
21 Class Members to the Claims Administrator at the address indicated on the Claim Form. The
22 Claims Administrator shall review the Claim Forms and calculate the Settlement Awards. The
23 Claims Administrator will certify jointly to Class Counsel and Defendant's Counsel the outcome
24 of any disputes raised through the Claim Forms. Settlement Awards to Class Members will be
25 mailed by the Claims Administrator within thirty-five (35) calendar days after the Settlement
26 becomes effective as defined in Paragraph 14.b. Settlement Award checks shall remain valid and
27 negotiable for ninety (90) calendar days from the date of their issuance; the Parties agree the
28 Claims Administrator will send one reminder notice to all Class Members who have not cashed

1 the settlement award check thirty (30) calendar days prior to the deadline; upon the deadline to
2 cash the Settlement Award checks, the checks will automatically be cancelled by the Claims
3 Administrator if not cashed by the Class Member within that time, at which point the Class
4 Member's claim will be deemed void and of no further force or effect, and the Class Member's
5 claims will remain released by the Settlement. The checks provided to Class Members shall
6 prominently state the expiration date or a statement that the checks will expire in ninety (90) days,
7 or alternatively, such a statement may be made in a letter accompanying the check. Expired
8 Settlement Award checks will not be reissued, except for good cause and as mutually agreed by
9 the Parties in writing. Any residue from uncashed Settlement Award checks after the expiration
10 date will be paid within fourteen (14) calendar days after the ninety (90) day check cashing period
11 expires pursuant to Code of Civil Procedure section 384(b)(3) as follows: fifty percent (50%) to
12 Koinonia Family Services, a non-profit 501(c)(3) organization with child advocacy programs in
13 the state of California, and fifty percent (50%) to Capital Pro Bono, Inc. as *cy pres* recipients,
14 subject to Court approval. Any residue received by Koinonia shall be ordered by the Court to be
15 used solely for child advocacy programs within the State of California pursuant to Code of Civil
16 Procedure section 384(b). Upon completion of its calculation of payments, the Claims
17 Administrator shall provide Defendant with a report listing the amount of all payments to be made
18 to each Class Member. Defendant, on behalf of the Released Parties, will pay to the Claims
19 Administrator the Maximum Settlement Amount within twenty-one (21) calendar days after the
20 Settlement becomes effective as defined in Paragraph 14.b. The Claims Administrator will be
21 responsible for making appropriate deductions, calculating and reporting the employer payroll
22 taxes on the Settlement Awards, paying to Class Counsel any Court-approved attorneys' fees and
23 litigation costs, paying to the Class Representatives any Court-approved Enhancement Award,
24 paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above,
25 meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class
26 Members. Proof of compliance with the Court's final approval order will be provided to counsel
27 for the Parties by the Claims Administrator within twenty-one (21) days after all payment
28

obligations, the check cashing deadline for Class Members, and payment to the *cy pres* beneficiaries have passed.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

21. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves by submitting a timely written request to the Claims Administrator. The written request ("Request for Exclusion") should state that he/she has received the Notice of Pendency of Class Action and Proposed Settlement, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name, address, date of birth, and the dates he/she worked as a Class Member for Defendants in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to the Claims Administrator. All Requests for Exclusion must be postmarked and mailed to the Claims Administrator no later than sixty (60) calendar days after the Claims Administrator mails the Notice of Pendency of Class Action and Proposed Settlement and the Claim Form to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

22. Objecting to the Settlement. Any individual who does not exclude himself/herself from the Settlement can object to the terms of the Settlement in writing before the deadline to object to the Settlement. To object, the individual must file a written objection and a notice of intention to appear at the Final Approval hearing with the Clerk of the Calaveras County Superior Court of the State of California and send copies to the Claims Administrator, Class Counsel and counsel for Defendant. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and the dates he/she worked as a Class Member in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with

1 the Clerk of the Court and delivered to the Claims Administrator, Class Counsel and counsel for
2 Defendant no later than sixty (60) calendar days after the Claims Administrator mails the Notice
3 of Pendency of Class Action and Proposed Settlement and the Claim Form to the Class Members.
4 However, a Class Member may appear at the Final Approval Hearing, either in person or through
5 their own counsel, and object to the Settlement Agreement and any of its terms without submitting
6 a prior objection in the manner and by the deadline specified above. If the Court rejects the
7 objection, the individual will be bound by the terms of the Settlement and will not receive any
8 portion of the Settlement amount unless he/she has submitted a valid and timely Claim Form.

9 RELEASE BY THE CLASS

10 23. Effective upon the date of final approval by the Court of this Stipulation of
11 Settlement, and except as to such rights or claims as may be created by this Stipulation of
12 Settlement, the Settlement Class and each member of the Class who has not submitted a valid
13 Request for Exclusion, fully releases and discharges the Released Parties, all claims under state,
14 federal and local law alleged in the Action and that reasonably could have been alleged in the
15 Action based on the factual allegations contained in the operative complaint in the Action and any
16 amendments thereto, as to the Class Members, including but not limited to California Labor Code
17 sections 201, 202, 203, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256,
18 510, 512, 558, 558.1, 1174, 1194, 1193.6, 1194.2, 1197.1, 2802, and 2698, *et seq.*, California
19 Business and Professions Code section 17200, *et seq.*, the applicable Wage Order(s), and all claims
20 for or related to unpaid wages, overtime or double time, minimum wages, off-the-clock work,
21 regular rate of pay, timely paid wages, timely final wages at separation, split shifts, reporting time
22 pay, rest periods or rest period premiums, meal periods or meal period premiums, accurate and
23 itemized wage statements, failure to maintain accurate time records and/or payroll records as
24 required by law, failure to reimburse business expenses, failure to pay additional 401(k) benefits
25 and/or deferred compensation benefits and/or matching benefits for payments received under the
26 Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent
27 business practices, conversion, injunctive relief, declaratory relief, accounting, punitive damages,
28 liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-

time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from May 7, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, failure to accommodate and engage in the interactive process, wrongful termination, unemployment insurance, disability, workers compensation, and claims outside the Released Claims.

24. In addition to the Released Claims identified in Paragraph 23, Plaintiff agrees to generally release the Released Parties from any and all claims, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort, and equity), except for workers compensation claims. Plaintiff acknowledges the language of 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.

Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the claims, except for workers compensation claims, they now have against the Released Parties, whether known or unknown, suspected or unsuspected.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

25. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to cease all affirmative communication (oral and written) with the putative class members, other than through Court-approved notices; this provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the Calaveras County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the opportunity to review, and

1 to approve before filing, Plaintiff's Motion for Preliminary Approval. At the same time Plaintiff
2 submits this Stipulation of Settlement to the Calaveras County Superior Court, Plaintiff agrees to
3 submit a copy of the Stipulation of Settlement to the LWDA. Promptly upon execution of this
4 Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an order preliminarily
5 approving the Settlement in a form that is mutually agreeable between the Parties and also provides
6 for the following:

7 a. Scheduling a fairness hearing on the question of whether the proposed
8 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
9 the Class Representative's Enhancement Award should be finally approved as fair, reasonable and
10 adequate as to the members of the Settlement Class;

11 b. Certifying a Settlement Class, Plaintiff Raymundo Valles as Class
12 Representative, and Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart of Shimoda Law
13 Corp. as Class Counsel;

14 c. Approving as to form and content the proposed Notice of Pendency of Class
15 Action and Proposed Settlement;

16 d. Approving as to form and content the proposed Claim Form;

17 e. Approving the manner and method for Class Members to request exclusion
18 from the Settlement as contained herein and within the Notice of Pendency of Class Action and
19 Proposed Settlement;

20 f. Directing the mailing of the Notice of Pendency of Class Action and
21 Proposed Settlement and the Claim Form by first class mail to the Class Members; and

22 g. Preliminarily approving the Settlement subject only to the objections of
23 Class Members and final review by the Court; and

24 h. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
25 other cases, claims, suits or administrative proceedings (including filing claims with the Division
26 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
27 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
28

1 with the Claims Administrator and the time for filing claims with the Claims Administrator has
2 elapsed.

3 i. The Preliminary Approval Order shall be substantially in the form identified
4 as Exhibit 3 to this Settlement.

5 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

6 26. Class Counsel agreed to return all confidential documents, lists and data in all forms
7 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
8 Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before
9 filing, Plaintiff's Motion for Final Approval of Class Action Settlement. Class Counsel agrees to
10 submit a proposed final order and judgment, in a form that is mutually agreeable between the
11 parties and also provides for the following:

12 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
13 and adequate, and directing consummation of its terms and provisions;

14 b. Approving Class Counsel's application for an award of attorneys' fees and
15 litigation costs;

16 c. Approving the Enhancement Award to the Class Representative; and

17 d. Entering judgment in accordance with California Rules of Court, Rule
18 3.769(h), and permanently barring and enjoining all members of the Settlement Class from
19 prosecuting against Defendant; each of Defendant's respective past, present and future parents,
20 subsidiaries and affiliates; the past, present and future partners, shareholders, directors, officers,
21 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the
22 foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

23 e. The Final Approval Order shall be substantially in the form identified as
24 Exhibit 4 to this Settlement.

25 PARTIES' AUTHORITY

26 27. The signatories hereto hereby represent that they are fully authorized to enter into
27 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.
28

1 MUTUAL FULL COOPERATION

2 28. The Parties agree to fully cooperate with each other to accomplish the terms of this
3 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
4 such other action as reasonably may be necessary to implement the terms of this Stipulation of
5 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
6 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
7 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
8 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
9 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
10 Court's final approval of this Stipulation of Settlement.

11 29. The Parties and their respective counsel agree that they will not attempt to
12 encourage or discourage Class Members from filing Claim Forms or Requests for Exclusion.

13 NO PRIOR ASSIGNMENTS

14 30. The Parties and their counsel represent, covenant and warrant that they have not
15 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
16 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
17 action or right herein released and discharged except as set forth herein.

18 NO ADMISSION

19 31. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
20 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on
21 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement
22 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
23 and expenses.

24 ENFORCEMENT ACTIONS

25 32. The Parties agree that the Calaveras County Superior Court shall retain jurisdiction
26 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section
27 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal
28 action or other proceeding against any other Party or Parties to enforce the provisions of this

1 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement,
2 the successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties'
3 reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection
4 with any enforcement actions.

5 NOTICES

6 33. Unless otherwise specifically provided herein, all notices, demands or other
7 communications given hereunder shall be in writing and shall be deemed to have been duly given
8 as of the third business day after mailing by United States registered or certified mail, return receipt
9 requested, addressed as follows:

10 **To Plaintiff and the Settlement Class:**

11 Galen T. Shimoda, Esq.
12 SHIMODA LAW CORP.
13 9401 East Stockton Boulevard, Suite 120
Elk Grove, California 95624

14 **To Defendant:**

15 Cary G. Palmer, Esq.
16 JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

17 NO PUBLIC COMMENT

18 34. The Class Representative and Class Counsel will not make any public disclosure of
19 the Settlement or this Confidential Memorandum of Understanding, except through Court filings
20 to approve the Settlement. Class Counsel will take all steps necessary to ensure that the Class
21 Representative is aware of, and will ensure that Class Representative adheres to the restriction
22 against any public disclosure of the Settlement or this Confidential Memorandum of
23 Understanding. Following preliminary Court approval of the Settlement, the Class Representative
24 and Class Counsel will not initiate any communications (directly or indirectly) with the media
25 regarding the Action. Class Counsel will take all steps reasonably necessary to ensure the Class
26 Representative is aware of, and will ensure that he will adhere to, the restriction against any media
27 comment on the Settlement and its terms.

1 CONSTRUCTION

2 35. The Parties hereto agree that the terms and conditions of this Stipulation of
3 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
4 this Stipulation of Settlement shall not be construed in favor of or against any party by reason of
5 the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation
6 of Settlement.

7 CAPTIONS AND INTERPRETATIONS

8 36. Paragraph titles or captions contained herein are inserted as a matter of convenience
9 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
10 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and
11 not merely a recital.

12 MODIFICATION

13 37. This Stipulation of Settlement may not be changed, altered or modified, except in
14 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
15 may not be discharged except by performance in accordance with its terms or by a writing signed
16 by the Parties hereto.

17 INTEGRATION CLAUSE

18 38. This Stipulation of Settlement and Confidential Memorandum of Understanding
19 contain the entire agreement between the Parties relating to the settlement and transaction
20 contemplated hereby, and all prior or contemporaneous agreements, understandings,
21 representations and statements, whether oral or written and whether by a party or such party's legal
22 counsel, are merged herein. No rights hereunder may be waived except in writing.

23 BINDING ON ASSIGNS

24 39. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
25 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
26 administrators, successors and assigns.

27 ///

28 ///

CLASS MEMBER SIGNATORIES

40. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Pendency of Class Action and Proposed Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

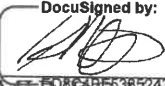
COUNTERPARTS

41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: 11/8/2021

DocuSigned by:

 RAYMUNDO VALLES

Defendant

TRICORP GROUP, INC.

Dated: 11/02/21

By: 
 Authorized Officer or Agent

APPROVED AS TO FORM:

SHIMODA LAW CORP.

Dated: 11/9/21

By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Jessica L. Hart
 Attorneys for Plaintiff and Class Members

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JACKSON LEWIS P.C.

Dated: 11/05/21

By: 
Cary G. Palmer
Sander van der Heide
Attorneys for Defendant Tricorp Group, Inc.

Exhibit 1

CLAIM FORM
VALLES V. TRICORP GROUP, INC.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CALAVERAS
CASE NO. 21CV45611

You must complete this Claim Form to be eligible for a monetary recovery. Incomplete and/or late Claim Forms will be rejected. You must complete, sign, date and mail this Claim Form by first-class mail postmarked on or before _____, and addressed to the claims administrator at the following address in order to be eligible to receive a settlement payment. Whether you are a current or former non-exempt employee in California, your decision as to whether or not to submit this Claim Form will in no way affect your employment with Tricorp Group, Inc. ("Defendant"). Defendant will not retaliate against you in any way for making a claim in this case.

MAIL TO:
Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626
Telephone: 1 (800) 779-2104

INSTRUCTIONS

- A. You must complete, sign, date and mail this Claim Form to be eligible for a settlement award. Your Claim Form must be filled out completely, signed, dated and postmarked on or before _____, or it will be rejected and will not entitle you to any monetary recovery.
- B. You are responsible for maintaining a copy of the fully completed Claim Form and proof of mailing.
- B. If you move, please send the Claims Administrator, Simpluris, Inc., your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

(1) Please review the following identifying information, and make any necessary changes in the right-hand column:

||||||| Claim #

First, Last

c/o

Address1 Address2

City, State, Zip, Country

()

Area Code

Work Telephone Number

Name/Address Changes (if any):

()

Area Code

Home Telephone Number

(2) Weeks Worked During Class Period: According to Defendant's records, you worked _____ workweeks in California as a non-exempt employee between May 7, 2017, and [Preliminary Approval Date] ("Class Period"). Your individual share of the Settlement is estimated to be approximately \$_____.

(3) If you disagree with the number of workweeks stated in Paragraph (2) above, please indicate how many workweeks you believe you worked as a driver, driver helper, driver trainee and/or line haul driver in California during the Class Period and explain why you believe Defendant's records are mistaken:

If you dispute the number of workweeks as stated in Paragraph (2) above, Defendant's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise, and that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator as described in the Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement that accompanies this Claim Form. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

Please Note: All Settlement Awards are subject to taxation as wages and will be reported to the IRS and state tax authorities. You will receive IRS Forms W-2 and 1099-MISC covering your Settlement Award.

Although Defendant has your Social Security Number, your check will be issued by the Claims Administrator. Accordingly, you must complete the below form.

Taxpayer Identification Number Certification – Substitute IRS Form W-9

Enter your Social Security Number (SSN): _____ - _____ - _____

Print name as shown on your income tax return if different from [name]

Name: _____
(First) (Middle) (Last)

Under penalty of perjury, I certify that;

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien). Please Circle One: Yes No

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above information is true and correct.

Signature: _____ Date: ____/____/____

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

My signature below constitutes a full and complete release by me of: Tricorp Group, Inc. ("Defendant"); each of Defendant's respective past, present and future parents, subsidiaries and affiliates; the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties"). For all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, the applicable Wage Order(s), and all claims for or related to unpaid wages, overtime or double time, minimum wages, off-the-clock work, regular rate of pay, timely paid wages, timely final wages at separation, split shifts, reporting time pay, rest periods or rest period premiums, meal periods or meal period premiums, accurate and itemized wage statements, failure to maintain accurate time records and/or payroll records as required by law, failure to reimburse business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from May 7, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims").

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

(Sign your name here)

Date

Exhibit 2

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

RAYMUNDO VALLES, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California Corporation; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 21CV45611

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT**

ATTENTION: ALL PERSONS EMPLOYED BY TRICORP GROUP, INC. AS NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM MAY 7, 2017, THROUGH [PRELIMINARY APPROVAL DATE]:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE [REDACTED], 2021.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California for Calaveras County entered [REDACTED], 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Calaveras on behalf of all individuals employed by Tricorp Group, Inc. as non-exempt employees in California between May 7, 2017 and [Preliminary Approval Date] (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

The "Released Parties" in the Action include (i) Tricorp Group, Inc. ("Defendant"); (ii) each of Defendant's respective past, present and future parents, subsidiaries and affiliates; (iii) the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing

You have received this notice because records indicate you worked as a non-exempt employee in California for Defendant during the Class Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On September 16, 2021, Plaintiff Raymundo Valles ("Plaintiff" or "Class Representative") filed a complaint against Defendant in the Calaveras County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California for alleged violations of the California Labor Code. ("Complaint"). The term "Action" means this putative class and Private Attorneys General Act ("PAGA") action pending in Calaveras County Superior Court, Case No. 21CV45611. The Class Period is between May 7, 2017 and [Preliminary Approval Date] (the "Class Period").

Plaintiff's Complaint alleges a failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure to maintain accurate records, failure to provide paid sick leave, unfair competition, and a PAGA cause of action, on behalf of all non-exempt employees who worked for Defendant in California from May 7, 2017 to the present. Plaintiff's Complaint seeks recovery of penalties, interest, and attorneys' fees and costs. Defendant denies all claims, and denies that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay on a claims-made basis up to a Maximum Settlement Amount of \$170,000 for all claims, damages, attorneys' fees, costs, the enhancement award, employer payroll taxes, penalties, and claims administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount which equals \$59,500, attorneys' costs not to exceed \$15,000, an Enhancement Award to the Class representative not to exceed \$7,500, the fees and expenses of the Claims Administrator estimated not to exceed \$6,500, the employer payroll taxes on the wage portion of the Settlement Awards, and \$15,000 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period and the number of Class Members who submit claims.

The Claim Form will list for each Class Member the number of weeks each Class Member worked during Class Period and his/her estimated Settlement Award.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Claims Administrator, as described below, to each Class Member who submits a timely Claim Form and has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 1/3 alleged unpaid wages for which IRS Forms W-2 will issue and 2/3 for alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendant's records. The Claims Administrator or Defendant, based on Defendant's records, will calculate the number of workweeks for each Class Member during the Class Period. The number of weeks worked will be calculated by dividing by seven the total number of days worked by the Class Member for Defendant in California during the Class Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one workweek for purposes of the Settlement. For any amount of the Net Settlement Sum not claimed by Class Members by submitting timely valid Claim Forms or because a Class Member opted out of this Settlement, the Parties agree that the minimum amount to be paid to Class Members who submit valid claims (*i.e.*, the settlement floor) will be 50 percent of the Net Settlement Amount; if the amount claimed by Class Members is less than 50 percent, the amount to be paid to Class Members who submit valid claims will be increased pro rata until 50 percent of the Net Settlement Amount is paid out. Any unclaimed residue remaining in the Net Settlement Amount will remain Defendant's sole and exclusive property.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

For each Class Member, the amount payable to the Class Member will be calculated by the Claims Administrator from

Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Claims Administrator. Defendant's records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member with the Claim Form. The dispute will be resolved by the Claims Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, the applicable Wage Order(s), and all claims for or related to unpaid wages, overtime or double time, minimum wages, off-the-clock work, regular rate of pay, timely paid wages, timely final wages at separation, split shifts, reporting time pay, rest periods or rest period premiums, meal periods or meal period premiums, accurate and itemized wage statements, failure to maintain accurate time records and/or payroll records as required by law, failure to reimburse business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from May 7, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, failure to accommodate and engage in the interactive process, wrongful termination, unemployment insurance, disability, workers compensation, and claims outside the Released Claims.

E. Resolution of Workweek Disputes

If a Class Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Claims Administrator with the Claim Form. All workweek disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, Class Representative will receive an Enhancement Award up to \$7,500. This payment will be made for his service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals \$59,500, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

Simpluris, Inc.
3176 Pullman Street, Suite 123

The Request for Exclusion must be postmarked no later than _____, 2021. If you submit a Request for Exclusion which is not postmarked by _____, 2021, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

B. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for _____, 2021, _____ Department _____. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the Calaveras County Superior Court, at 400 Government Center Drive, San Andreas, CA 95249-9794, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Galen T. Shimoda, Esq.
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 200
Elk Grove, CA 95624

DEFENDANT'S COUNSEL

Cary G. Palmer, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Claims Administrator and each of the above-listed attorneys no later than 60 calendar days after the Claims Administrator mails the Notice and the Claim Form to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Calaveras County Superior Court, and deliver copies to the Claims Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 60 days after the Claims Administrator mails the Notice and the Claim Form to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at _____ /a.m./p.m. (Pacific Time) on _____, 2021, in Department _____, Superior Court of the State of California for the County of Calaveras, _____, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims even if you do not submit a Claim Form. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____ of the Superior Court of the State of California for the County of Calaveras _____, on _____, 2021, at ____ /a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than _____, 2022, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees which equals \$59,500, and not more than \$15,000 for attorneys' costs.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action And PAGA Settlement and Release between Plaintiff and Defendant ("Settlement Agreement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Calaveras County Superior Court, at 400 Government Center Drive, San Andreas, CA 95249-9794. You may also visit www._____.com, which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Galen T. Shimoda, Esq.
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 200
Elk Grove, CA 95624

(916) 525-0716 Telephone
(916) 760-3733 Facsimile
Email: attorney@shimodalaw.com

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

BY ORDER OF THE SUPERIOR COURT

Exhibit 3

GALEN T. SHIMODA (SBN 226752)
JUSTIN P. RODRIGUEZ (SBN 278275)
JESSICA L. HART (SBN 331441)
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RAYMUNDO VALLES,
on behalf of himself and similarly situated employees

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

RAYMUNDO VALLES, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 21CV45611

CLASS ACTION

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

Date:

Time:

Dept.:

Judge:

Filed: September 16, 2021

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on _____, in Department ____ before the Honorable _____, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and
8 Defendant ("Stipulation of Settlement") filed herewith. All terms used herein shall have the same
9 meaning as defined in the Stipulation of Settlement.

10 2. The settlement set forth in the Joint Stipulation of Settlement and Release Between
11 Plaintiff and Defendant appears to be fair, adequate and reasonable to the Class. The Settlement falls
12 within the range of reasonableness and appears to be presumptively valid, subject only to any objections
13 that may be raised at the final fairness hearing and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
15 fees to Class Counsel, costs of administration and the Class Representatives' Enhancement Award
16 should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled
17 in Department ____ on the date and time set forth in the implementation schedule in Paragraph 10 below.

18 4. This Court approves, as to form and content, the Claim Form (Exhibit 1), and the Notice
19 of Pendency of Class Action, Proposed Settlement and Hearing Date for Final Court Approval
20 ("Notice") (Exhibit 2). The Court approves the procedure for Class Members to participate in, to opt
21 out of, and to object to, the Settlement as set forth in the Joint Stipulation of Settlement and Release
22 Between Plaintiff and Defendant and Notice.

23 5. The Court directs the mailing of the Notice of Pendency of Class Action and Proposed
24 Settlement, and the Claim Form by first class mail to the Class Members in accordance with the
25 Implementation Schedule set forth below. The Court finds the dates selected for the mailing and
26 distribution of the Notice and the Claim Form, as set forth in the Implementation Schedule, meet the
27 requirements of due process and provide the best notice practicable under the circumstances and shall
28 constitute due and sufficient notice to all persons entitled thereto.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

7. The Court confirms Plaintiff Raymundo Valles as Class Representative, and Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart of Shimoda Law Corp. as Class Counsel.

8. The Court confirms the appointment of Simpluris, Inc. as the Claims Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator and the time for filing claims with the Claims Administrator has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Claims Administrator	[30 calendar days after Order granting Preliminary Approval]
b.	Deadline for Claims Administrator to Mail Notice and Claim Form to Class Members	[45 calendar days after Order granting Preliminary Approval]
c.	Deadline for Class Members to Postmark Claim Forms	[60 calendar days after mailing of the Notice and Claim Form]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Notice and Claim Form]
e.	Deadline for Receipt by Court, Claims Administrator, and Counsel of any Objections to Settlement	[60 calendar days after mailing of the Notice and Claim Form]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days before Final Approval Hearing]

g.	Deadline for Claims Administrator to file Declaration of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
h.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided the number and percentage of opt outs previously provided to Defendant]
i.	Final Fairness Hearing and Final Approval	Date: _____ Time: _____ Department: _____
j.	Deadline for Defendant to fund settlement	[21 calendar days after Effective Date]
k.	Deadline for Claims Administrator to mail the Settlement Awards and the Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[35 calendar days after Effective Date]
l.	Deadline for Class Members to cash settlement checks (if Settlement is Effective)	[90 calendar days after Claims Administrator mails the Settlement Awards and the Enhancement Awards]
m.	Deadline for Claims Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiaries (if Settlement is Effective)	[Within 14 calendar days after the deadline for class members to cash Settlement checks]
n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payments, and payment to the LWDA (if Settlement is Effective)	[Within 21 calendar days after the deadline for Claims Administrator to pay and unclaimed residue from uncashed checks to <i>cy pres</i> beneficiaries]

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

Exhibit 4

GALEN T. SHIMODA (SBN 226752)
JUSTIN P. RODRIGUEZ (SBN 278275)
JESSICA L. HART (SBN 331441)
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RAYMUNDO VALLES,
on behalf of himself and similarly situated employees

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

RAYMUNDO VALLES, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 21CV45611

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Date:

Time:

Dept.:

Judge:

Filed:

September 16, 2021

Trial Date:

None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced class action ("Action") having come before the Court on
_____, in Department ___ before the Honorable _____, presiding for a hearing and
Order Granting Final Approval of Class Action and PAGA Settlement and Judgement ("Final Order"),
consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and
entered _____, and as set forth in the Joint Stipulation of Settlement and Release Between
Plaintiff and Defendant ("Stipulation") in the Action, and due and adequate notice having been given to
all Class Members as required in the Preliminary Approval Order, and the Court having considered all

papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Stipulation.

2. Consistent with the definitions provided in the Stipulation, the term "Settlement Class" and "Class Members" shall mean the following: all persons employed by Defendant as non-exempt employees in California between May 7, 2017, and [Preliminary Approval Date]. The Settlement Class, however, shall not include any person who previously settled or released the claims covered by this Settlement, any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submitted a timely and valid Request for Exclusion as provided in this Settlement. The "Class Period" shall be May 7, 2017, through [Preliminary Approval Date]. For purposes of the Settlement and this Final Order, "Released Parties" as referenced herein and as released in the Settlement shall collectively mean: (i) Tricorp Group, Inc. ("Defendant"); (ii) each of Defendant's respective past, present and future parents, subsidiaries and affiliates; (iii) the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing. The term "Action" shall mean this class action.

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

4. Distribution of the Notice and the Claim Form directed to the Class Members as set forth in the Stipulation and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members who could be identified through reasonable effort, is the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all Released Claims are covered by and included within the Settlement and this Final Order.

5. The Court hereby finds the Settlement was entered into in good faith pursuant to and

1 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that
2 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
3 applicable requirements for final approval of this class action settlement under California law, including
4 the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure
5 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800,
6 821.

7 6. The Court hereby approves the Settlement set forth in the Stipulation and finds that the
8 Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the
9 Settlement according to its terms. The Court finds that the Settlement has been reached as a result of
10 intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties
11 have conducted extensive investigation and research, and counsel for the Parties are able to reasonably
12 evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional
13 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
14 of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and
15 recognizes the significant value to the Class Members. The Court also finds that the Class is properly
16 certified as a class for settlement purposes only.

17 7. As of the date of entry of this Final Order, each and every Released Claim (as defined in
18 the Stipulation and set forth below) of each and every Class Member is and shall be deemed to be
19 conclusively released as against the Released Parties. As of the date of this Final Order, the Class
20 Representatives and each and every Class Member who has not submitted a valid Request for Exclusion
21 is hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to
22 such rights or claims as may be created by the Settlement, against Defendant and the Released Parties
23 from any and all claims under state, federal and local law alleged in the Action and that reasonably could
24 have been alleged in the Action based on the factual allegations contained in the operative complaint in
25 the Action and any amendments thereto, as to the Class Members, including but not limited to California
26 Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5,
27 248.5, 256, 558, 558.1, 510, 512, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*, California
28 Business and Professions Code section 17200, *et seq.*, the applicable Wage Order(s), and all claims for

1 or related to unpaid wages, overtime or double time, minimum wages, off-the-clock work, regular rate
2 of pay, timely paid wages, timely final wages at separation, split shifts, reporting time pay, rest periods
3 or rest period premiums, meal periods or meal period premiums, accurate and itemized wage statements,
4 failure to maintain accurate time records and/or payroll records as required by law, failure to reimburse
5 business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits
6 and/or matching benefits for payments received under the Settlement, unfair competition, unfair
7 business practices, unlawful business practices, fraudulent business practices, conversion, injunctive
8 relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature
9 (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA
10 penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from
11 May 7, 2017 through the date the Court finally approves the Settlement (collectively “Released
12 Claims”). Expressly excluded from the release are claims for retaliation, discrimination, failure to
13 accommodate and engage in the interactive process, wrongful termination, unemployment insurance,
14 disability, workers compensation, and claims outside the Released Claims. The release of claims shall
15 not include any claims that cannot be released as a matter of law. In addition, as of the date of this Final
16 Order, the Class Representative and the Settlement Class, and each member of the Class who has not
17 submitted a valid Request for Exclusion, is forever barred and enjoined from instituting or accepting
18 damages or obtaining relief against the Released Parties for any period from May 7, 2017 up to and
19 including the date of final approval of the Settlement, relating to the Released Claims.

20 8. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission
21 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of
22 any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties.
23 Neither this Final Order, the Stipulation, nor any document referred to herein, nor any action taken to
24 carry out the Stipulation is, may be construed as, or may be used as, an admission by or against
25 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The
26 entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall
27 not in any event be construed as, or deemed to be evidence of, an admission or concession with regard
28 to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in

1 evidence in any action or proceeding in any court, administrative agency or other tribunal for any
2 purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation, the Released
3 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released
4 Parties may file in the Action, or submit in any other proceeding, the Final Order, the Stipulation, and
5 any other papers and records on file in the Action as evidence of the Settlement to support a defense of
6 *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense
7 as to the Released Claims.

8 9. The Court hereby enters judgment in the entire Action as of the filing date of this Final
9 Order, pursuant to the terms set forth in the Stipulation. Without affecting the finality of this Final Order
10 in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and
11 enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code
12 of Civil Procedure section 664.6.

13 10. The Court finds the settlement payments provided for under the Settlement to be fair and
14 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to
15 be made and administered in accordance with the terms of the Settlement.

16 11. The Court hereby confirms Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart
17 of Shimoda Law Corp. as Class Counsel in the Action.

18 12. The Court further finds that the common fund doctrine is applicable to this Action
19 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately
20 traces to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee
21 can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage
22 of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys'
23 fees request of thirty-five percent (35%) of the common fund to be appropriate compensation for Class
24 Counsel. The attorneys' fees request is within the range that has been approved by other Courts in
25 similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial
26 results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
27 Action, which included potential loss at summary judgment, certification, and/or trial proceedings.
28 Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class

1 Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$59,500.00 and
2 attorneys' costs in the amount of \$ [REDACTED], from the Gross Settlement Amount as final payment for
3 and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
4 Counsel and any other person or entity related to the Action. The Court further orders that the award of
5 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the
6 Stipulation, and made payable to and deposited into the bank account of "Shimoda Law Corp." as Class
7 Counsel in the Action.

8 13. The Court also hereby approves and orders an Enhancement Award to Plaintiff and Class
9 Representative Raymundo Valles in the amount of \$7,500.00 from the Gross Settlement Amount.

10 14. The Court also hereby approves and orders payment in the amount of \$15,000.00 from
11 the Gross Settlement Amount for PAGA penalties, payable to the California Labor and Workforce
12 Development Agency.

13 15. The Court also hereby approves and orders payment from the Gross Settlement Amount
14 for actual claims administration expenses incurred by the Claims Administrator, Simpluris, Inc. in the
15 amount of \$6,500.00.

16 16. The Court also hereby approves and orders that any residue from uncashed settlement
17 award checks after the expiration date will be split 50/50 and paid out in equal shares to Koinonia Family
18 Services, a non-profit 501(c)(3) organization with child advocacy programs within the State of
19 California, and Capital Pro Bono, Inc., as the *cy pres* recipients pursuant to Code of Civil Procedure
20 section 384(b); any residue received by Koinonia Family Services shall be used solely for child advocacy
21 programs within the State of California pursuant to Code of Civil Procedure section 384(b).

22 17. The Court also hereby finds and orders that the Stipulation is and constitutes a fair,
23 adequate, and reasonable compromise of the Released Claims against Defendant and the Released
24 Parties.

25 18. Provided the Settlement becomes effective under the terms of the Stipulation, the Court
26 also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees
27 and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the
28 Preliminary Approval Order.

1 19. The Court also hereby finds that there were no objections to the Settlement raised by any
2 person on the record at the hearing on the Final Order.

3 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

4
5 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT B

FILED

SEP 16 2021

Clerk of the Court
Superior Court of California
County of Calaveras

By [Signature] Deputy

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
Jessica L. Hart (Cal. State Bar No. 331441)
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Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RAYMUNDO VALLES,
individually and on behalf of all other similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF CALAVERAS**

RAYMUNDO VALLES, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 01 CV 45611

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Failure to Timely Pay Wages
7. Failure to Reimburse Expenses
8. Failure to Maintain Accurate Records
9. Failure to Provide Paid Sick Leave
10. Unfair Competition
11. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff RAYMUNDO VALLES ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees, hereby files this Complaint against Defendant TRICORP GROUP, INC., a
3 California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as
4 "Defendants"). On information and belief, Plaintiff alleges the following:

5 **INTRODUCTION**

6 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
7 Plaintiff for failure to pay minimum wages, failure to pay overtime wages, meal period violations, rest
8 period violations, wage statement violations, failure to timely pay final wages, failure to reimburse
9 expenses, and unfair competition.

10 **JURISDICTION AND VENUE**

11 2. The Calaveras County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 16.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
15 Defendants reside in Calaveras County. In addition, some of the wrongful acts and violations of law
16 asserted herein occurred within Calaveras County, and Defendants' obligation to pay wages arose in
17 Calaveras County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
18 (1984).

19 4. Plaintiff has sought permission pursuant to California Labor Code section 2698 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 ("LWDA") on approximately April 27, 2021. Plaintiff provided facts and legal bases for his claims
24 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
25 of action. Plaintiff also submitted the \$75.00 filing fee. The April 27, 2021, notice was also sent via
26 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
27 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
28 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself

1 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
2 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

3 Aggrieved Employees include, but are not limited to the following: all non-exempt employees who have
4 or continue to work for Defendant from April 27, 2020 to the present.

5 **PARTIES**

6 5. RAYMUNDO VALLES is an individual over the age of eighteen (18) and is a
7 resident of the State of California.

8 6. On information and belief, Plaintiff alleges, TRICORP GROUP, INC., is now and/or
9 at all times mentioned in this Complaint was a California Corporation and the owner and operator of
10 an industry, business and/or facility doing business in the State of California.

11 7. Defendants DOES 1 through 100 are affiliates, subsidiaries, and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
15 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
16 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
17 Plaintiff.

18 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
19 other Defendants and was acting within the course and scope of such agency or employment. The
20 Defendants are jointly and severally liable to Plaintiff.

21 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
22 were members of and/or engaged in a joint employment, joint venture, partnership, and common
23 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
24 joint venture, partnership, and common enterprise.

25 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
26 approved, ratified, acquiesced, aided, or abetted the acts and omissions alleged in this Complaint.

27 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
28 wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

12. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.

The class which Plaintiff seeks to represent is composed of, and defined, as follows:

all non-exempt employees who have or continue to work for Defendants in California from May 7, 2017 to the present.

13. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants had a policy and practice to pay all overtime wages;
- (2) Whether Defendants had a policy and practice to pay all minimum wages;
- (3) Whether Defendants authorized and permitted all meal periods;
- (4) Whether Defendants authorized and permitted all rest periods;
- (5) Whether Defendants had a policy and practice to reimburse Plaintiff and putative class members for the use of their cellphones, personal equipment, and vehicles for work purposes;

(6) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and

(7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not compensated for all time worked, including daily overtime, were not authorized and permitted to take all meal and paid rest periods, and were not reimbursed for the personal use of their cellphones, personal equipment, and vehicles. These policies and practices resulted in unpaid minimum and overtime wages, meal and rest period violations, wage statement violations, waiting time penalties, and unfair competition. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously,

efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Plaintiff worked for Defendants from June 9, 2020, until March 10, 2021. Defendants run a construction business, for which Plaintiff worked as a plumber and construction worker. Plaintiff typically worked forty (40) hours per week or more, at eight (8) hours per day or more.

17. Defendants failed to pay Plaintiff and other similarly situated employees for all hours worked. Plaintiff and similarly situated employees would not clock in or out themselves at the end of their shifts. Instead, Defendants would mark down when each employee arrived for the day based on when they visibly saw them rounding employees' time worked to the nearest hour or half hour. Often Defendants would just assume everyone arrived at seven (7) a.m., regardless of whether the employee would arrive earlier. To clock out, Plaintiff and similarly situated employees would tell the managers on site when they were leaving for the day. Plaintiff estimates that he and similarly situated employees were underpaid 5-10 minutes per shift as a result of these practices. These practices also resulted in inaccurate time records.

18. Additionally, Defendants had a policy to not allow daily overtime. If, for instance, Plaintiff worked nine (9) hours one day, Defendant would record the extra hour of work on a day where

1 he did not work a full eight (8) hour day. This time shifting practice allowed Defendants to avoid paying
2 daily overtime wages.

3 19. Further, Defendants failed to provide meal periods to Plaintiff and similarly situated
4 employees in compliance with California law. Specifically, Defendants regularly failed to allow
5 Plaintiff and similarly situated employees to take a lunch break before the end of his fifth hour of work.
6 Plaintiff and similarly situated employees were never paid a meal period premium for late or missed
7 lunch breaks.

8 20. Moreover, Defendants failed to provide rest breaks for Plaintiff and similarly situated
9 employees. Defendants would not provide Plaintiff and similarly situated employees with a break of at
10 least ten (10) minutes for each work period that they worked more than four (4) hours or a major
11 fraction thereof. Defendant would require Plaintiff to work through required rest periods and would not
12 pay premiums for missed breaks.

13 21. Finally, Defendants failed to reimburse Plaintiff and similarly situated employees for
14 expenses incurred on behalf of Defendants. Plaintiff would be required at times to use his personal
15 vehicle to go to hardware stores to get needed supplies for Defendants. Plaintiff was not reimbursed for
16 the use of his personal vehicle for these purposes. Plaintiff and similarly situated employees also used
17 their personal cells phones and equipment for work purposes.

18 22. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
19 overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements
20 Defendant issued were defective. Specifically, Defendants did not accurately list total hours worked,
21 wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

22 23. As a further result of Defendants' failure to pay Plaintiff and similarly situated
23 employees for all regular and overtime hours worked and failure to pay meal and rest period premiums
24 during employment Defendants failed to provide all final wages owed to Plaintiff and similarly situated
25 employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their
26 resignation.

27 //

28 //

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
6 set forth herein.

7 25. During the period Plaintiff was employed by Defendants, Defendants were required to
8 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
9 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
10 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 16, section*
11 *(3)(A); Cal. Lab. Code §§ 510, 1194.*

12 26. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
13 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
14 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
15 worked at their regular rate of pay.

16 27. Plaintiff and similarly situated employees were not exempt from overtime protections
17 employees under the California Wage Orders and Labor Code.

18 28. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
19 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
20 the extent pertinent as if set forth here in full.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES**
23 **(As to all Defendants)**

24 29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully
25 set forth herein.

26 30. For the period preceding the filing of this Complaint, Defendants were required to
27 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
28 every hour worked. *See MW-Order 2019; IWC Wage Order, No. 16, section 4(A); Cal. Lab. Code §*
1194.

//

1 31. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
2 obligation to pay the minimum wage for each hour worked but failed to do so.

3 32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
4 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
5 the extent pertinent as if set forth here in full.

6
7 **THIRD CAUSE OF ACTION**
8 **MEAL PERIOD VIOLATIONS**
9 **(As to all Defendants)**

10 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully
11 set forth herein.

12 34. An employer must provide an employee a meal period in accordance with the
13 applicable Wage Order, and California Labor Code sections 226.7 and 512.

14 35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16, section
15 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
16 minutes for each work period of more than five (5) hours.

17 36. California Labor Code section 512 and Wage Order No. 16 section 11(B) further
18 provide that employers may not employ employees for a work period for more than ten (10) hours
19 per day without providing the employee with a second meal period of at least thirty (30) minutes.
20 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
21 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
22 (1) hour of pay at their regular rate of compensation for each meal period not provided.

23 37. Defendants employed Plaintiff and similarly situated employees for periods of more
24 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
25 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
26 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
27 employees to take their first meal period before the completion of their fifth hour of work and failed
28 to allow Plaintiff and similarly situated employees to take their second meal period before the

1 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
2 rights to all meal periods throughout their employment.

3 38. Defendants further failed to pay Plaintiff and similarly situated employees the
4 applicable meal period premiums for any such missed meal breaks.

5 39. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
6 employees have been damaged as stated in the section below entitled "DAMAGES," which is
7 incorporated here to the extent pertinent as if set forth here in full.

8 **FOURTH CAUSE OF ACTION**
9 **REST PERIOD VIOLATIONS**
(As to all Defendants)

10 40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully
11 set forth herein.

12 41. An employer must provide an employee a rest period in accordance with the
13 applicable Wage Order and California Labor Code section 226.7.

14 42. California Labor Code section 226.7 and Wage Order No. 16, section 12(A) require
15 an employer to provide a rest period of not less than ten (10) minutes for each work period of more
16 than four (4) hours or a major fraction thereof.

17 43. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
18 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
19 they worked more than four (4) hours or a major fraction thereof.

20 44. Defendants further failed to pay Plaintiff and similarly situated employees the
21 applicable rest period premiums for any such missed rest periods.

22 45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FIFTH CAUSE OF ACTION**
26 **WAGE STATEMENT VIOLATIONS**
(As to all Defendants)

27 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
28 set forth herein.

1 47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semimonthly or at the time of each payment of wages, showing:

3 (1) gross wages earned, (2) total hours worked by the employee, except for
4 any employee whose compensation is solely based on a salary and who is
5 exempt from payment of overtime under subdivision (a) of Section 515 or
6 any applicable order of the Industrial Welfare Commission, (3) the
7 number of piece-rate units earned and any applicable piece rate if the
8 employee is paid on a piece-rate basis, (4) all deductions, provided that
9 all deductions made on written orders of the employer may be aggregated
10 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
11 period for which the employee is paid, (7) the name of the employee and
12 the last four digits of his or her social security number or an employee
13 identification number other than a social security number, (8) the name
14 and address of the legal entity that is the employer and, if the employer is
15 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
16 name and address of the legal entity that secured the services of the
17 employer, and (9) all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate
19 by the employee. The deductions made from payment of wages shall be
20 recorded in ink or other indelible form, properly dated, showing the
21 month, day, and year, and a copy of the statement and the record of the
22 deductions shall be kept on file by the employer for at least three years at
23 the place of employment or at a central location within the State of
24 California.

25 48. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
26 itemized statement or failed to provide an accurate and complete itemized statement showing the
27 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
28 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
worked due to Defendants' security check policy that resulted in off-the-clock work. Plaintiff and
similarly situated employees were not able to promptly and easily determine their total hours worked
from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered
confusion over whether they received all wages owed and were prevented from effectively
challenging information on their wage statements.

29 49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
30 employees have been damaged as stated in the section below entitled "DAMAGES," which is
31 incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. An employer must pay all wages, other than final wages, earned by an employee between the 1st and 15th days, inclusive, of any calendar month, between the 16th and 26th day of the month during which the labor was performed. See Cal. Lab. Code § 204.

52. An employer must pay all wages, other than final wages, earned by an employee between the 16th and last day, inclusive, of any calendar month, between the 1st and 10th day of the following month. See Cal. Lab. Code § 204.

53. An employer must pay all wages earned for labor in excess of the normal work period no later than the payday for the next regular payroll period. See Cal. Lab. Code § 204.

54. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. See Cal. Lab. Code § 201.

55. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. See Cal. Lab. Code § 202.

56. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed during their employment, at their termination or within the required time after their separation from employment.

57. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. See Cal. Lab. Code § 203.

58. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were being underpaid minimum and overtime wages and meal and rest period premiums because Defendants themselves implemented the policies and practices that resulted in these wage and hour violations. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

1 59. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
2 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
3 thirty (30) days for Defendants' failure to pay all wages due.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE EXPENSES**
6 **(As to all Defendants)**

7 60. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as though fully
8 set forth herein.

9 61. California Labor Code section 2802(a) states that "An employer shall indemnify his or
10 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
11 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
12 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
13 unlawful."

14 62. Defendants required Plaintiff and similarly situated employees to use their own phones,
15 equipment and vehicles for work purposes but failed to reimburse them for such use.

16 63. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
17 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
18 the extent pertinent as if set forth here in full.

19 **EIGHTH CAUSE OF ACTION**
20 **FAILURE TO MAINTAIN ACCURATE RECORDS**
21 **(As to all Defendants)**

22 64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully
23 set forth herein.

24 65. Labor Code section 226.3 provides that any employer who fails to maintain records
25 required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be
26 subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in
27 an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
28 citation.

29 66. Labor Code section 1174(d) provides that employers must keep and maintain accurate
30 payroll records showing the hours worked daily by, and the wages paid to, employees.

67. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and similarly situated employees' wage records and hours worked.

68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
FAILURE TO PROVIDE PAID SICK LEAVE
(As to all Defendants)

69. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 68 as though fully set forth herein.

70. Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay.

71. Defendants failed to provide Plaintiff and similarly situated employees with sick leave meeting the requirements set forth in HWHFA.

11

11

72. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

TENTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

73. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 72 as though fully set forth herein.

74. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See California Business and Professions ("B&P") Code § 17200.*

75. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter.

76. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

77. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

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1 79. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
2 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
3 current and former employees:

- 4 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay
5 Overtime Wages);
- 6 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay
7 Minimum Wages);
- 8 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 16, §§ 11(A) and 11(B)
9 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- 10 • Violation of Labor Code § 226.7 and Wage Order No. 16, § 12(A) (Failure to Provide
11 Rest Periods or Pay Premiums in Lieu Thereof);
- 12 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements);
- 13 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- 14 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- 15 • Violation of Labor Code §§ 558, 558.1, 1193.6 (Provisions Regulating Hours and
16 Days of Work in Any Industrial Welfare Commission Order);
- 17 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and
- 18 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

19 80. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
20 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
21 2699(f)(2).

22 81. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
23 sections 2699(a) and 2699.3.

24 82. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full

27 **DAMAGES**

28 WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

1 7. As to the Sixth Cause of Action:

2 a. Penalties as provided for in Labor Code section 203 as proven at trial;

3 b. Attorney's fees, costs and interest pursuant to California Code of Civil

4 Procedure section 1021.5;

5 8. As to the Seventh Cause of Action:

6 a. Unpaid reimbursement in an amount to be proven at trial;

7 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

8 9. As to the Eighth Cause of Action:

9 a. Penalties as provided for in Labor Code sections 226.3 and 1174 as proven at
10 trial;

11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code
12 section 226(e);

13 10. As to the Ninth Cause of Action:

14 a. Wages in an amount to be proven at trial;

15 b. Attorney's fees, costs and interest pursuant to California Code of Civil
16 Procedure section 1021.5;

17 11. As to the Tenth Cause of Action:

18 a. Restitution of unpaid wages and premiums in an amount to be proven at trial;

19 b. Interest for the wages due pursuant to California Labor Code section 1194

20 c. Attorney's fees, costs and interest pursuant to California Code of Civil
21 Procedure section 1021.5;

22 12. As to the Eleventh Cause of Action:

23 a. For civil penalties as provided for in the Labor Code for each enumerated
24 violation;

25 b. For those Labor Code sections, the violation of which there is no civil penalty
26 provided, the default penalty provided in Labor Code section 2699(f): for any
27 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
28

period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

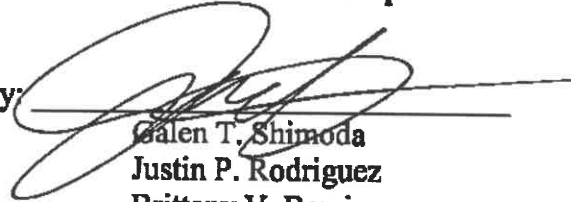
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

13. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: September 14, 2021

Shimoda Law Corp.

By: 

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Jessica L. Hart
Attorneys for Plaintiff

RECEIVED

SEP 16 2021

CALAVERAS SUPERIOR COURT

EXHIBIT C



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Suite #120
Elk Grove, CA 95624
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Fax (916) 760-3733
www.shimodalaw.com

April 27, 2021

For Online Filing:

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

Re: *Valles v. Tricorp Group Inc.*

Dear Labor Commissioner,

As counsel for Raymundo Valles ("Plaintiff"), I am writing to provide you and the following "employer" notice pursuant to California Labor Code section 2699.3:

Tricorp Group, Inc.
1030 G Street
Sacramento, CA 95814

Tricorp Group, Inc.
2804 Gateway Oaks Dr. #100
Sacramento CA 95833

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Tricorp Group, Inc. ("Defendant"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but are not limited to the following: All nonexempt employees who have or continue to work for Defendant in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Raymundo Valles worked for Defendant from June 9, 2020 until March 10, 2021. Defendant runs a construction business, for which Plaintiff worked as a plumber and construction worker. Plaintiff typically worked forty (40) hours per week or more, at eight (8) hours per day or more.



Defendant failed to pay Plaintiff and other Aggrieved Employees for all hours worked due to its failure to accurately document Plaintiff and Aggrieved Employees actual arrival and departure times from work. Instead, Defendant would simply round Plaintiff and Aggrieved Employees' time worked to the nearest hour or half hour. For instance, if Plaintiff and Aggrieved Employees arrived at worksite at 6:45 a.m., Defendant would just record a 7:00 a.m. start time. Plaintiff also reports that he and other Aggrieved Employees would often work after management clocked them out for the day. These practices resulted in a forfeiture of wages and inaccurate time records.

In addition to failing to pay for all hours worked, Defendant had a policy and practice of denying Plaintiff and Aggrieved Employees overtime. Specifically, if Plaintiff and Aggrieved Employees were to work three (3) hours of overtime in a single day, Defendant's would roll that time on to a different day and then have Plaintiff and similarly situated employees leave early so that they did not exceed eight (8) hours. This time shifting practice allowed Defendant to avoid paying daily overtime wages if the overtime did not exceed forty (40) hours per week.

Further, Defendant failed to provide meal periods to Plaintiff and Aggrieved Employees in compliance with California law. Specifically, due to staffing and workflow issues Plaintiff and Aggrieved Employees often missed their lunch break or took a lunch break after the fifth hour of work. Despite this, Defendant automatically deducted thirty (30) minutes for lunch from Plaintiff and Aggrieved Employees daily time. Plaintiff and Aggrieved Employees were also never paid meal period premiums for late or missed lunch breaks.

Like meal periods, Defendant failed to provide rest breaks to Plaintiff and Aggrieved Employees in compliance with California law. Defendant would not provide Plaintiff and Aggrieved Employees with a break of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof. In fact, pursuant to Defendant's policy, Plaintiff and Aggrieved Employees were forced to combine their meal and rest breaks and were not permitted to take a second rest break in the second half of their shift.

Finally, Defendant failed to reimburse Plaintiff and Aggrieved Employees for expenses incurred on behalf of Defendant. Plaintiff would be required at times to use his personal vehicle to go to hardware stores to get needed supplies for Defendant. Plaintiff was not reimbursed for the use of his personal vehicle for these purposes. Additionally, Plaintiff and Aggrieved Employees were frequently required to use their personal cell phones for work purposes to communicate with management and send pictures of supplies and construction projects. Other Aggrieved Employees were required to use their personal tools for work purposes but were not reimbursed for these tools.

As a result of Defendant's failure to pay Plaintiff and Aggrieved Employees all overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements



Defendant issued were defective. Specifically, Defendant did not accurately list total hours worked, wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay. In addition to this, the wage statements issued to Plaintiff and Aggrieved Employees were defective because they failed to list the employer's full address on the wage statement and failed to list the last four digits of the employees' social security number or employees' identification number.

As a further result of Defendant's failure to pay Plaintiff and Aggrieved Employees for all regular and overtime hours worked and failure to pay meal and rest period premiums, Defendant failed to provide all final wages owed to Plaintiff and Aggrieved Employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 16, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 16 § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. See, e.g., IWC Wage Order MW-2019; IWC Wage Order No. 16, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.



Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 16, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 16, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 16, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 16, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 16, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.



Count 6 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendant failed to pay any reimbursements for Plaintiff and Aggrieved Employees use of personal cell phones and personal vehicles and personal tools for work purposes. This was in violation of the law.

Count 7 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant’s agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1, as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and,



instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: _____

Galen Shimoda

GTS: jh
cc: Client via e-mail

1 *Valles v. TriCorp Group, Inc., et al.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Jennifer Livingston, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On April 27, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9
10 Tricorp Group, Inc.
1030 G Street
11 Sacramento, CA 95814

Tricorp Group, Inc.
2804 Gateway Oaks, Dr. #100
Sacramento CA 95833

12
13 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
14 and processing of correspondence for mailing with the United States Postal
15 Service and that each day's mail is deposited with the United States Postal
16 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
18 of the addressee above.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service: _____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on April 27, 2021, at Elk Grove,
22 California.

23 
24 Jennifer Livingston
25
26
27
28

EXHIBIT D



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #: 13684V3 Prepared By: Kimberly Sutherland
Estimate Date: 8/12/2021 Direct Dial #: 321-223-5065
Email: ksutherland@simpluris.com

Attorney
Attorney/Client: Jessica Hart
Firm: Shimoda Law
Email: <Associate@shimodalaw.com>

Attorney
Attorney/Client:
Firm:
Email:

Case Name: Valles v. Tricorp Group: Opt Out Settlement

Capped Fee* **\$6,500**

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	125	Undeliverable Rate:	10%
Response Rate:	50%	Call Rate:	5%
Mailing Document Language:	English, Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	None
Unclaimed Funds:	TBD	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Post documents	\$125.00	3	\$375.00
Spanish Translation	\$0.25	2500	\$625.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$1,420.00

Notification

Notice Packet: 6 Pg Notice - Double Sided; English			
Category	Unit Value	# of Units	Total
Mail Notice Pack	\$1.00	125	\$125.00
Postage	\$0.58	125	\$72.50
NCOA/CASS/LACS	\$0.25	125	\$31.25
Undeliverable Processing	\$0.25	13	\$3.13
Skip Trace RUM	\$2.00	13	\$25.00
Remail	\$1.50	11	\$15.94
Postage	\$0.58	11	\$6.16
Reminder Post Card	\$0.70	9	\$6.32
Postage	\$0.34	9	\$3.07
Mail Supervisor	\$50.00	2	\$100.00
Total			\$388.37

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$450.00
Total			\$450.00



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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	2	\$250.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	5	\$12.50
Claim Processing	\$2.50	63	\$156.25
Data Entry	\$50.00	2	\$100.00
Project Manager	\$125.00	4	\$500.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,168.75

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members:

Account Management & Reconciliation, Payment Plan

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check, Attorney Awards	\$3.00	125	\$375.00
Postage	\$0.58	125	\$72.50
Process Returned Checks	\$0.50	1	\$0.63
Skip Trace Search Undeliverable Checks	\$5.00	1	\$6.25
Remail Checks	\$4.00	1	\$5.00
Postage	\$0.58	1	\$0.73
QSF Account Reconciliation	\$250.00	1	\$250.00
State Tax reporting	\$250.00	1	\$250.00
QSF Annual Tax Preparation Fee, 2021	\$750.00	1	\$750.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
Reissue checks	\$4.50	2	\$8.44
Reissuing Checks/Mailing	\$0.58	2	\$1.09
Disbursement Manager	\$125.00	2	\$250.00
		Total	\$3,064.63

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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
		Total	\$0.00

Postage	\$151.16	Total Case Costs	\$6,491.74
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Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 - Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT E

Date	Description	Amount
4/14/2021	Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Westlaw Legal Research Fees	\$500.00
4/27/2021	Certified Mail - PAGA Payment Cost	\$3.41
4/27/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
9/15/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
9/15/2021	Payment to Court - Complex Fees	\$1,000.00
9/15/2021	Priority Mail - Complaint to Court	\$7.40
10/18/2021	Certified Mail - Proof of Service of Summons with Notice and Acknowledgement	\$8.15
Anticipated	UPS - Preliminary Approval Motion to Court	\$27.00
Anticipated	UPS - Preliminary Approval Motion to Opposing Counsel	\$27.00
Anticipated	Payment to Court - Preliminary Approval Motion	\$60.00
Anticipated	UPS - Final Approval Motion to Court	\$27.00
Anticipated	UPS - Final Approval Motion to Opposing Counsel	\$27.00
Anticipated	Payment to Court - Final Approval Motion	\$60.00
Anticipated	UPS - Compliance Declarations to Court	\$27.00
Anticipated	UPS - Declarations to Court re Progress of Settlement in Response to OSC	\$27.00

Total: \$2,310.96

EXHIBIT F

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

RAYMUNDO VALLES, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California Corporation; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 21CV45611

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT**

ATTENTION: ALL PERSONS EMPLOYED BY TRICORP GROUP, INC. AS NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM MAY 7, 2017, THROUGH [PRELIMINARY APPROVAL DATE]:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE [REDACTED], 2021.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California for Calaveras County entered [REDACTED], 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Calaveras on behalf of all individuals employed by Tricorp Group, Inc. as non-exempt employees in California between May 7, 2017 and [Preliminary Approval Date] (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

The "Released Parties" in the Action include (i) Tricorp Group, Inc. ("Defendant"); (ii) each of Defendant's respective past, present and future parents, subsidiaries and affiliates; (iii) the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing

You have received this notice because records indicate you worked as a non-exempt employee in California for Defendant during the Class Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On September 16, 2021, Plaintiff Raymundo Valles ("Plaintiff" or "Class Representative") filed a complaint against Defendant in the Calaveras County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California for alleged violations of the California Labor Code. ("Complaint"). The term "Action" means this putative class and Private Attorneys General Act ("PAGA") action pending in Calaveras County Superior Court, Case No. 21CV45611. The Class Period is between May 7, 2017 and [Preliminary Approval Date] (the "Class Period").

Plaintiff's Complaint alleges a failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure to maintain accurate records, failure to provide paid sick leave, unfair competition, and a PAGA cause of action, on behalf of all non-exempt employees who worked for Defendant in California from May 7, 2017 to the present. Plaintiff's Complaint seeks recovery of penalties, interest, and attorneys' fees and costs. Defendant denies all claims, and denies that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay on a claims-made basis up to a Maximum Settlement Amount of \$170,000 for all claims, damages, attorneys' fees, costs, the enhancement award, employer payroll taxes, penalties, and claims administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount which equals \$59,500, attorneys' costs not to exceed \$15,000, an Enhancement Award to the Class representative not to exceed \$7,500, the fees and expenses of the Claims Administrator estimated not to exceed \$6,500, the employer payroll taxes on the wage portion of the Settlement Awards, and \$15,000 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period and the number of Class Members who submit claims.

The Claim Form will list for each Class Member the number of weeks each Class Member worked during Class Period and his/her estimated Settlement Award.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Claims Administrator, as described below, to each Class Member who submits a timely Claim Form and has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 1/3 alleged unpaid wages for which IRS Forms W-2 will issue and 2/3 for alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendant's records. The Claims Administrator or Defendant, based on Defendant's records, will calculate the number of workweeks for each Class Member during the Class Period. The number of weeks worked will be calculated by dividing by seven the total number of days worked by the Class Member for Defendant in California during the Class Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one workweek for purposes of the Settlement. For any amount of the Net Settlement Sum not claimed by Class Members by submitting timely valid Claim Forms or because a Class Member opted out of this Settlement, the Parties agree that the minimum amount to be paid to Class Members who submit valid claims (*i.e.*, the settlement floor) will be 50 percent of the Net Settlement Amount; if the amount claimed by Class Members is less than 50 percent, the amount to be paid to Class Members who submit valid claims will be increased pro rata until 50 percent of the Net Settlement Amount is paid out. Any unclaimed residue remaining in the Net Settlement Amount will remain Defendant's sole and exclusive property.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

For each Class Member, the amount payable to the Class Member will be calculated by the Claims Administrator from

Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Claims Administrator. Defendant's records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member with the Claim Form. The dispute will be resolved by the Claims Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, the applicable Wage Order(s), and all claims for or related to unpaid wages, overtime or double time, minimum wages, off-the-clock work, regular rate of pay, timely paid wages, timely final wages at separation, split shifts, reporting time pay, rest periods or rest period premiums, meal periods or meal period premiums, accurate and itemized wage statements, failure to maintain accurate time records and/or payroll records as required by law, failure to reimburse business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from May 7, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, failure to accommodate and engage in the interactive process, wrongful termination, unemployment insurance, disability, workers compensation, and claims outside the Released Claims.

E. Resolution of Workweek Disputes

If a Class Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Claims Administrator with the Claim Form. All workweek disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, Class Representative will receive an Enhancement Award up to \$7,500. This payment will be made for his service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals \$59,500, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

Simpluris, Inc.
3176 Pullman Street, Suite 123

The Request for Exclusion must be postmarked no later than _____, 2021. If you submit a Request for Exclusion which is not postmarked by _____, 2021, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

B. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for _____, 2021, _____ Department _____. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the Calaveras County Superior Court, at 400 Government Center Drive, San Andreas, CA 95249-9794, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Galen T. Shimoda, Esq.
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 200
Elk Grove, CA 95624

DEFENDANT'S COUNSEL

Cary G. Palmer, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Claims Administrator and each of the above-listed attorneys no later than 60 calendar days after the Claims Administrator mails the Notice and the Claim Form to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Calaveras County Superior Court, and deliver copies to the Claims Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 60 days after the Claims Administrator mails the Notice and the Claim Form to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at _____/a.m./p.m. (Pacific Time) on _____, 2021, in Department _____, Superior Court of the State of California for the County of Calaveras, _____, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims even if you do not submit a Claim Form. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____ of the Superior Court of the State of California for the County of Calaveras _____, on _____, 2021, at ____ /a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than _____, 2022, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees which equals \$59,500, and not more than \$15,000 for attorneys' costs.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action And PAGA Settlement and Release between Plaintiff and Defendant ("Settlement Agreement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Calaveras County Superior Court, at 400 Government Center Drive, San Andreas, CA 95249-9794. You may also visit [www._____](http://www._____.), which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Galen T. Shimoda, Esq.
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 200
Elk Grove, CA 95624

(916) 525-0716 Telephone
(916) 760-3733 Facsimile
Email: attorney@shimodalaw.com

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

BY ORDER OF THE SUPERIOR COURT

EXHIBIT G

CLAIM FORM
VALLES V. TRICORP GROUP, INC.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CALAVERAS
CASE NO. 21CV45611

You must complete this Claim Form to be eligible for a monetary recovery. Incomplete and/or late Claim Forms will be rejected. You must complete, sign, date and mail this Claim Form by first-class mail postmarked on or before _____, and addressed to the claims administrator at the following address in order to be eligible to receive a settlement payment. Whether you are a current or former non-exempt employee in California, your decision as to whether or not to submit this Claim Form will in no way affect your employment with Tricorp Group, Inc. ("Defendant"). Defendant will not retaliate against you in any way for making a claim in this case.

MAIL TO:
Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626
Telephone: 1 (800) 779-2104

INSTRUCTIONS

- A. You must complete, sign, date and mail this Claim Form to be eligible for a settlement award. Your Claim Form must be filled out completely, signed, dated and postmarked on or before _____, or it will be rejected and will not entitle you to any monetary recovery.
- B. You are responsible for maintaining a copy of the fully completed Claim Form and proof of mailing.
- B. If you move, please send the Claims Administrator, Simpluris, Inc., your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

(1) Please review the following identifying information, and make any necessary changes in the right-hand column:

||||| Claim #

First, Last

c/o

Address1 Address2

City, State, Zip, Country

()

Area Code

Work Telephone Number

Name/Address Changes (if any):

()

Area Code

Home Telephone Number

(2) Weeks Worked During Class Period: According to Defendant's records, you worked _____ workweeks in California as a non-exempt employee between May 7, 2017, and [Preliminary Approval Date] ("Class Period"). Your individual share of the Settlement is estimated to be approximately \$_____.

(3) If you disagree with the number of workweeks stated in Paragraph (2) above, please indicate how many workweeks you believe you worked as a driver, driver helper, driver trainee and/or line haul driver in California during the Class Period and explain why you believe Defendant's records are mistaken:

If you dispute the number of workweeks as stated in Paragraph (2) above, Defendant's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise, and that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator as described in the Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement that accompanies this Claim Form. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

Please Note: All Settlement Awards are subject to taxation as wages and will be reported to the IRS and state tax authorities. You will receive IRS Forms W-2 and 1099-MISC covering your Settlement Award.

Although Defendant has your Social Security Number, your check will be issued by the Claims Administrator. Accordingly, you must complete the below form.

Taxpayer Identification Number Certification – Substitute IRS Form W-9

Enter your Social Security Number (SSN): _____ - _____ - _____

Print name as shown on your income tax return if different from [name]

Name: _____
(First) (Middle) (Last)

Under penalty of perjury, I certify that;

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien). Please Circle One: Yes No

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above information is true and correct.

Signature: _____ Date: ____/____/____

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

My signature below constitutes a full and complete release by me of: Tricorp Group, Inc. ("Defendant"); each of Defendant's respective past, present and future parents, subsidiaries and affiliates; the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties"). For all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, and 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, the applicable Wage Order(s), and all claims for or related to unpaid wages, overtime or double time, minimum wages, off-the-clock work, regular rate of pay, timely paid wages, timely final wages at separation, split shifts, reporting time pay, rest periods or rest period premiums, meal periods or meal period premiums, accurate and itemized wage statements, failure to maintain accurate time records and/or payroll records as required by law, failure to reimburse business expenses, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from May 7, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims").

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

(Sign your name here)

Date

EXHIBIT H

Galen T. Shimoda (Cal. State Bar No. 226752)
 Justin P. Rodriguez (Cal. State Bar No. 278275)
 Jessica L. Hart (Cal. State Bar No. 331441)
Shimoda Law Corp.
 9401 East Stockton Boulevard, Suite 120
 Elk Grove, CA 95624
 Telephone: (916) 525-0716
 Facsimile: (916) 760-3733

Attorneys for Plaintiff RAYMUNDO VALLES
 individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF CALAVERAS

RAYMUNDO VALLES, individually and on
 behalf of all other similarly situated
 employees,

Plaintiff,

vs.

TRICORP GROUP, INC., a California
 Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. 21CV45611

CLASS ACTION

**DECLARATION OF GALEN T. SHIMODA
 IN SUPPORT OF PLAINTIFF'S MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION AND PAGA SETTLEMENT**

Date: January 14, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

1 I, Galen T. Shimoda, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Raymundo Valles ("Plaintiff") herein. I am making
4 this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A
6 true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release
7 Between Plaintiff and Defendant ("Agreement") in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff's contention
9 that Defendant Tricorp Group, Inc., ("Defendant") failed to pay overtime, failure to pay minimum
10 wages, failed to provide accurate wage statements, failed to provide meal and rest periods or pay
11 premiums in lieu thereof, wage statement violations, failed to reimburse expenses, failed to timely pay
12 wages and engaged in unfair competition. Plaintiff is also alleging liability for civil penalties under
13 the Private Attorneys General Act ("PAGA"). These claims are based allegations that Defendant
14 violated California law by 1) failing to pay minimum wages to Plaintiff and similarly situated
15 employees for all hours worked due their business practice of rounding employee hours; 2) failing to
16 pay all overtime wages due to Defendant's policy of shifting daily overtime hours on to days where
17 employees did not work an eight (8) hour day; 3) failing to provide compliant meal and rest periods, or
18 pay premiums in lieu thereof; and 4) failing to pay Plaintiff and similarly situated employees all
19 reimbursements owed for use of their personal vehicles, cell phones, and tools for work-related
20 purposes. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
21 also derive from these violations.

22 3. Plaintiff is the only named representative in this matter. From our initial investigations
23 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a
24 class action. We began investigating the claims in April 2021 and began negotiation talks with
25 Defendant's counsel shortly thereafter. We continued these discussions and began engaging in
26 informal discovery at this time and continued to do so through the time we ultimately resolved the
27 claims. We were able to do this prior to filing the Complaint and only filed after we had come to
28 terms on a resolution of the claims we raised in our April 2021 notice letter to the Labor and

1 Workforce Development Agency. We filed the action on or about September 16, 2021. Plaintiff
2 exhausted administrative remedies through the Labor and Workforce Development Agency
3 ("LWDA"). Plaintiff filed a notice with the LWDA on April 27, 2021, setting forth the facts and
4 theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this
5 Motion as Exhibit C. A copy of the notice was also sent to Defendant via certified mail and the
6 \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA
7 regarding its intent to investigate the claims alleged in Plaintiff's notice for more than 65 days. As
8 such, Plaintiff became authorized to commence a civil action under the PAGA. A true and correct
9 copy of Plaintiff's operative Complaint is filed with this Motion as Exhibit B. A copy of the
10 complaint was uploaded to the LWDA on September 22, 2021, after we received an endorsed copy
11 back from Court.

12 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

13 5. Defendant is represented in this matter by Cary Palmer of Jackson Lewis. From the
14 beginning, Defendant has contested the merits of this case, the suitability of the case for class action or
15 representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a
16 violation in each pay period for each employee among other defenses and contentions they made
17 challenging the propriety of this action. Defendant further contended that, even assuming there was a
18 finding supporting the imposition of PAGA penalties, the Court would likely exercise its discretion to
19 substantially reduce any such penalties owed based on evidence of good faith attempts to comply with
20 Labor Code obligations by Defendant. Notwithstanding its agreement to settle this matter, Defendant
21 believes the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do
22 exist, fully comply with all state and federal employment laws with respect to Plaintiff and Class
23 Members. Also, Defendant has contended that this matter is not appropriate for class certification
24 outside of this proposed class settlement.

25 6. Based on the expected testimony from Plaintiff and Class Members, a review of
26 Defendant's policies and procedures and other documents relating to the alleged claims, information on
27 the number of Class Members, Class Members' dates of employment, and relevant payroll data for
28 Class Members, the scope of the potential damages to Plaintiff and Class Members in light of the

1 claims alleged, the uncertainty in the law with regard to certification, and the negotiations that have
2 taken place, I am convinced that the proposed settlement is in the best interest of the class. The length
3 and risks of trial and other normal perils of litigation that impact the value of the claims were also
4 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of
5 potential class certification issues as well as the uncertainty of class certification, the difficulties of
6 complex litigation, and the lengthy process of establishing specific damages and various possible
7 delays and appeals in agreeing to the proposed settlement. I further considered the fact that penalties
8 under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful
9 on proving those claims and there was risk that a Court could find no willfulness in the failure to pay
10 wages at separation, which would eliminate the value of the waiting time penalty entirely. Overall, I
11 believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with
12 litigation and potentially obtain zero funds to the class due to legal or factual issues in the case.

13 7. My office, including my partner, Justin Rodriguez, Esq., my associate, Jessica L. Hart,
14 my paralegals, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the
15 claims and potential damages for such claims. The parties engaged in informal discovery and exchange
16 of documents, including reviewing employee data, such as timecards, paystubs, payroll data and
17 relevant policies for the entirety of the statute of limitations applicable to the alleged claims. The
18 discovery covered all aspects of the asserted claims, including certification issues, merits issues,
19 damages, the scope and configuration of Class Members, the content and implementation of the wage
20 and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas.
21 From this production we were able to determine information critical to a reliable damages analysis such
22 as the average hourly rate, average daily hours worked, average number of workweeks and pay periods
23 that had potential violations based on the asserted claims, the frequency with which violations occurred
24 in a given week and/or pay period, and the number for former employees. This information allowed
25 my office to assess both liability and damages and create an accurate damages model. Plaintiff assisted
26 in all aspects of this litigation including providing factual information relating to Plaintiff's and
27 similarly situated employees' employment conditions, providing a substantial number of documents,
28 and answering questions regarding Defendant's factual contentions in this matter. This was important

1 because it directly related to our ability to maintain this case as a class action and our ability to obtain a
2 favorable settlement for the class.

3 8. Throughout this litigation our office had numerous communications with Defendant's
4 counsel discussing our respective positions. It was only after approximately eight (8) months of
5 extensive, arm's length negotiations that the parties were able to reach a settlement. The negotiations
6 were at all times contentious and adversarial, though still professional in nature.

7 9. The parties reviewed and analyzed substantial amounts of data regarding the class
8 claims. Based on our analysis and review of all relevant documents and Class Member information, I
9 have determined that the maximum damages for the asserted class claims is approximately
10 \$1,256,840.75 which includes civil penalties under the PAGA. The likely exposure for PAGA
11 penalties is approximately \$254,187.50, based on the counts alleged to the LWDA and the class data.
12 Based on our research, we did not find any prior labor commissioner or court decisions that stated
13 Defendant's practices and/or policies were improper. As such, a "subsequent violation" may not be
14 found for penalty calculation purposes and the exposure analysis here is based on an "initial violation"
15 valuation being adopted by any fact finder if this matter went to trial.

16 10. I believe the PAGA penalties in this case may be reduced however due to the fact that
17 the penalties would be in addition to amounts owed for substantive violations and much of the
18 penalties are based on violations due to technical non-compliance with the Labor Code. Furthermore,
19 Defendant produced a substantial number of documents that a Court may find demonstrates a good
20 faith attempt at compliance that merits the reduction of civil penalties. Courts regularly cut civil
21 penalties on PAGA claims where statutory penalties for the same violations are assessed as well. The
22 statutorily authorized discretion that Courts have used to reduce penalties ranges substantially. *See*
23 *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
24 *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction).
25 Thus, civil penalties may be cut to approximately \$45,753.75 (82% reduction) or lower given the
26 derivative recovery. Taking this into account, the likely recovery if Plaintiff was successful at trial on
27 proving all the substantive class damages plus civil penalties after a reduction of the PAGA penalties
28 would be approximately \$1,048,407. Taking this into account, Plaintiff's \$170,000.00 gross recovery

1 under the Agreement represents approximately 16% of the maximum likely value in this matter. After
2 deducting from the Gross Settlement Amount the proposed allocations for attorneys' fees and costs,
3 any Enhancement Payment to the Class Representative, Claims Administrator Costs, and the 75%
4 portion of the PAGA Payment to the LWDA, the net recovery under the Agreement represents
5 approximately 6% of the maximum likely value in this matter. The average net award is
6 approximately \$532.00. I believe the Agreement represents a reasonable compromise of claims based
7 on the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and
8 ensure Class Members receive some compensation, rather than proceed to further litigation and
9 potentially recover nothing, was a motivating factor in reaching this Agreement.

10 11. I am a shareholder at Shimoda Law Corp. In agreeing to represent Plaintiff and take on
11 the case for all Class Members, I agreed to take this case on a contingency basis, meaning that I would
12 take a percentage of any settlement or judgment should we recover a monetary amount. I took a risk
13 that we would not recover any money in this matter if we were unsuccessful at trial. I also took on the
14 risk that the case may not be certified as a class action and/or be subject to an unfavorable summary
15 judgment ruling. However, I believe it is important to make sure employees are able to find affordable
16 representation in order to ensure that employers are complying with all their legal obligations towards
17 employees and paying employees all their hard-earned wages.

18 12. My law firm is a boutique law practice that focuses primarily in employment litigation,
19 emphasizing wage and hour litigation. I graduated from the University of Utah in 2000 with a B.S. in
20 Business Management and a B.A. in Asian Studies, with a minor in Japanese language. I then
21 attended and graduated from the University of the Pacific, McGeorge School of Law and received my
22 J.D. degree in 2003. I graduated from McGeorge in the top 5% of my class and was a member of the
23 Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, I have authored a
24 number of employment law articles for journals and our firm regularly publishes articles on our firm's
25 website.

26 13. I have been a regular panel speaker for the CEB (Continuing Education of the Bar)
27 Employment Review seminars from 2014 to the present. My speaking engagements include the
28 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual

1 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
2 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
3 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
4 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
5 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
6 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
7 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
8 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
9 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
10 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
11 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
12 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
13 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
14 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association
15 - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20,
16 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better
17 Know a Venue Roundup (May 17, 2019). I have been AV rated by Martindale Hubbell since 2013,
18 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
19 as a Super Lawyer from 2014 to present.

20 14. I have practiced law in California since being admitted to the State Bar in 2003,
21 litigating wage and hour class actions and individual wage and hour litigation among other cases. I
22 began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe
23 LLP. I then switched to plaintiff class action work in 2005. My class action experience is in wage and
24 hour law. I have litigated several class action cases in California State and Federal Courts, including
25 up to certification, settlement, preliminary and final approval, and disbursement of monies, and have
26 been found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or
27 PAGA cases I am litigating and/or have litigated as lead or co-counsel include the following:

- 28 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);

- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);

- 1 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
2 Sup. Ct.);
- 3 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 4 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 5 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
6 Sup. Ct.);
- 7 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 8 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 9 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 10 • *Hernandez et al. v. MP Nexlevel, LLC et al.*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 11 • *Hernandez v. Snvir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 12 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 13 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 14 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 15 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 16 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 17 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 18 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 19 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
20 Sup. Ct.);
- 21 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 22 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 23 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 24 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 25 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 26 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
27 00082201 (Sac Sup. Ct.);
- 28 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.

1 Sup. Ct.);

- 2 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 3 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 4 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 5 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553
- 6 (Sac. Sup. Ct.);
- 7 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 8 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 9 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 10 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

11 15. The preceding list does not include those cases where, for various reasons, the case was
12 filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

13 16. My partner, Justin P. Rodriguez, Esq., also worked with me on this matter and Mr.
14 Rodriguez was critical in assisting with all aspects of the litigation of this case. Mr. Rodriguez
15 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
16 Departmental Citation for Academic Achievement in the Philosophy program. He was one of only
17 two recipients of this award out of the entire Philosophy Department. After U.C. Davis, Mr.
18 Rodriguez attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and
19 receiving a Juris Doctorate. He graduated in the top 20% of his class and was a member of the
20 Traynor Honor Society at McGeorge. Other academic achievements of his include receiving a Witkin
21 Award (top grade) in his legal research and writing course, a Witkin Award in complex civil litigation,
22 being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the
23 *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific*
24 *McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a
25 Sacramento County Bar Association Diversity Fellow in 2009. Mr. Rodriguez was also a member of
26 the Employment and Labor Law Society and an officer for the Latino Law Students Association from
27 2009 to 2010.

1 17. Mr. Rodriguez was an associate of the Shimoda Law Corp from 2011 to 2016 and
2 became a partner in 2017. Since 2017, he has received an AV Preeminent rating from Martindale-
3 Hubbell for his legal ability and ethical standards. From 2018 to present, he has been recognized as a
4 Super Lawyer (Rising Star). In September 2018, he was a panel speaker for the Sacramento County
5 Bar Association Labor and Employment Law Section's presentation of "*Epic Systems*, PAGA, and the
6 Future of Employment Arbitration in California." In July 2020, he was a panel speaker for the
7 Association of Defense Counsel of Northern California & Nevada presentation of "Class Actions and
8 PAGA Claims." His practice focuses on complex civil litigation, including wage and hour class
9 actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. He is actively involved in
10 most of the complex litigation handled by our firm. Class and/or PAGA actions he has litigated or is
11 currently litigating, including the instant case, includes, but is not limited to, the following:

- 12 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 13 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 14 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 15 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 16 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
17 (San Joaquin Sup. Ct.);
- 18 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 19 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 20 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
21 Sup. Ct.);
- 22 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
23 Ct.);
- 24 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 25 • *Bershell v. Dignity Health Methodist Hospital Sacramento, et al.*, Case No. 34-2017-
26 0222269 (Sac. Sup. Ct.);
- 27 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
28 00271174 (Sac. Sup. Ct.);

- 1 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
2 Ct.);
- 3 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
4 Ct.);
- 5 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880
6 (Sac. Sup. Ct.);
- 7 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 8 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
9 Ct.);
- 10 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 11 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
12 00209613 (Sac. Sup. Ct.);
- 13 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 14 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
15 00222101 (Sac. Sup. Ct.);
- 16 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 17 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup.
18 Ct.);
- 19 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 20 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 21 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup.
22 Ct.);
- 23 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac.
24 Sup. Ct.);
- 25 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 26 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 27 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 28 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);

- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

1 18. The preceding list of cases does not include those where, for a variety of reasons, the
2 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
3 of the case.

4 19. My associate, Jessica L. Hart, Esq., also worked with me on this matter with me and
5 was critical in assisting with all aspects of the litigation of this case. Ms. Hart graduated from
6 University of California Davis School of Law. Prior to joining Shimoda Law Corp., Ms. Hart worked
7 alongside a number of attorneys in the Sacramento area focusing almost exclusively on plaintiff's side
8 litigation and employment law. Since joining my firm, Ms. Hart has worked on a variety of
9 individual, class action, and Private Attorneys General Act cases involving wage and hour claims. As
10 an associate, some of the class action and/or PAGA cases Ms. Hart is litigating and/or has litigated as
11 co-counsel include the following:

- 12 • *Afoa v. Milestone Retirement Communities, LLC., et al.*, Case No. 34-2020-00282555 (Sac.
13 Sup. Ct.);
- 14 • *Cota v. Milestone Management (CA) – Meadows, LLC.*, Case No. 34-2020-00280648 (Sac.
15 Sup. Ct.);
- 16 • *Coy v. Southern Home Care Services, Inc., et al.*, Case. No. 2:21-CV-00067-JAM-CKD
17 (E.D. Cal.);
- 18 • *Dreyer v. Automation Anywhere, Inc.* Case. No 20CV372730 (Santa Clara Sup. Ct.);
- 19 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
20 (San Joaquin Sup. Ct.);
- 21 • *Fang v. Interpress Technologies, Inc.* Case. No. 34-2021-00292937 (Sac. Sup. Ct.);
- 22 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 23 • *Garcia v. Aquality Water Management, Inc.* Case No. 34-2021-00292794 (Sac. Sup. Ct.);
- 24 • *Hawkins v. Twitch Interactive, Inc.*, Case No. 34-2020-00281761 (Sac. Sup. Ct.);
- 25 • *Hudson v. Stockton Nursing and Rehab Center, LLC.*, Case No. STK-CV-UOE-2020-
26 0008507 (San Joaquin Sup. Ct.);
- 27 • *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup. Ct.);
- 28

- *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation, et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.);
- *Leon v Golden Bay Fence Plus Iron Works, Inc., et al.*, Case No. STK-CV-UOE-2021-0000543 (San Joaquin Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Madrigal Vargas v. Mary Ann's Baking Co., Inc.*, Case No. 2:21-CV-00320-JAM-JDP (E.D. Cal.);
- *Perez v. Too Infinity Management, LLC, et al.*, Case No. 34-2020-00285276 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac. Sup. Ct.);
- *Williams v. Med-Data, Incorporated*, Case No. 34-2020-00278445 (Sac. Sup. Ct.);
- *Whiteside v. SPSG Partners, et al.*, Case No. 2:20-cv-01643-TLN-DMC (Sac. Sup. Ct.);
- *Valentin v Sacramento Laundry Company, Inc.*
Sacramento Superior Court Case No. 34-2019-00270987; and
- *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.).

20. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

21. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an identifiable benefit on behalf of the class and equity counsels that the cost of the representation should be born equally amongst all class members receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. I agreed to take this case on a contingency and as a class action with the

1 possibility that I would not receive any compensation for my time and efforts due to issues regarding
2 the merits and/or certification and have carried that risk over the course of the case. I have reviewed
3 fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five
4 percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in
5 employment law cases, the typical percentage negotiated between parties ranges from thirty-five to
6 forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my
7 own firm and working with several other firms has been that the typical percentage negotiated between
8 parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same
9 factors. I have also reviewed several recent Federal District Court Cases where the Court has
10 approved common fund based fee requests. These cases include *In re Activision Sec. Litigation*, 723
11 F.Supp. 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*, USDC Southern District, Case
12 No. 3:10-cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-
13 02745, *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-
14 00069, *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122, *Chavez et al. v.*
15 *Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122, and *Willis et al. v. Cal-Western*
16 *Transport*, USDC Eastern District, Case No. 1:00-cv-05695, which are cited in Plaintiff's
17 Memorandum of Points and Authorities. I believe my request of \$59,500.00 (approximately 35%) for
18 attorneys' fees is justified given the results obtained on behalf of the class. Moreover, at this time, my
19 firm has advanced all costs for Plaintiff and class members and has not received any compensation
20 whatsoever for our time expended in this case. The expected costs through final approval are not
21 expected to exceed \$15,000.00. Attached as Exhibit E is a true and correct copy of the costs incurred
22 prior to the filing of this Motion and the expected costs incurred through the final approval and
23 fairness hearing. Any difference in the actual costs and the maximum amount allocated under the
24 Agreement will be added to the Net Settlement Amount.

25 22. I have used several class action administrator companies in the wage and hour class
26 actions I have resolved in the past and believe Simpluris, Inc. will provide the best service to administer
27 the proposed class settlement. Simpluris, Inc. has provided a quote for the estimated maximum cost of
28 administering the class settlement of approximately \$6,500.00. A true and correct copy of a cost

1 estimate provided by Simpluris, Inc. is filed with this Motion as Exhibit D. This is only an estimate,
2 and final pricing may vary depending on the issues, if any, that arise during the administration of the
3 settlement. However, the difference between the actual, lesser costs and \$6,500.00, if any, will be paid
4 to the participating Class Members on a pro rata basis.

5 23. A copy of the proposed Agreement and the entire Motion was submitted to the LWDA
6 for review at the same time the Motion was submitted to the Court pursuant to California Labor Code
7 section 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents
8 were provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion
9 as Exhibit H.

10 24. A true and correct copy of the proposed Notice of Settlement is being filed with this
11 Motion as Exhibit F.

12 25. A true and correct copy of the proposed Claim Form is being filed with this Motion as
13 Exhibit G.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 3rd day of December 2021 in Elk Grove, California.

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18 

19 Galen T. Shimoda
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28

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Jessica L. Hart (Cal. State Bar No. 331441)
4 **Shimoda Law Corp.**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff RAYMUNDO VALLES
10 individually and on behalf of similarly situated employees

11 **SUPERIOR COURT OF CALIFORNIA**
12 **FOR THE COUNTY OF CALAVERAS**

13 RAYMUNDO VALLES, individually and on
14 behalf of all other similarly situated
15 employees,

16 Plaintiff,

17 vs.

18 TRICORP GROUP, INC., a California
19 Corporation; and DOES 1 to 100, inclusive,

20 Defendant.

21 **Case No. 21CV45611**

22 **CLASS ACTION**

23 **DECLARATION OF RAYMUNDO VALLES**
24 **IN SUPPORT OF PLAINTIFF'S MOTION**
25 **FOR PRELIMINARY APPROVAL OF**
26 **CLASS ACTION AND PAGA SETTLEMENT**

27 Date: January 14, 2022

28 Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

1 I, RAYMUNDO VALLES, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Tricorp Group, Inc., ("Defendant") from approximately June 9,
6 2020 to March 10, 2021 as a non-exempt plumber and construction worker receiving an hourly wage. I
7 was subject to all of Defendant's policies and practices that have been alleged as unlawful in the
8 complaint and the notice sent to the Labor and Workforce Development Agency, including the
9 following: failure to pay overtime, failure to pay minimum wages, failure to provide accurate wage
10 statements, failure to provide meal and rest periods or pay premiums in lieu thereof, wage statement
11 violations, failure to reimburse expenses, request for waiting time penalties and unfair competition.

12 3. I have actively participated in the litigation of this case. I have given a detailed account
13 of all the facts related to my employment and the claims asserted in the Complaint. I provided
14 extensive documentation in support of the claims brought against Defendant including paystubs,
15 Defendant's policies, and other documents related to my work with Defendant and to the claims
16 brought in the class action. I met with and assisted my attorneys Galen T. Shimoda, Justin P.
17 Rodriguez and Jessica L. Hart in understanding the documents and providing context for Defendant's
18 payroll process as it applied to me and how I believed it applied to Defendant's other employees.

19 4. My attorneys explained to me the risks and benefits of bringing a class action and a
20 claim under the Private Attorneys General Act. I understood that I took on the risk, both professionally
21 and financially, in pursuing the case as a class and representative action rather than pursuing my claims
22 individually. I understood that pursuing the case as a class action meant that it would take substantially
23 longer than pursuing a claim with the California Labor Commissioner and that I risked getting nothing
24 in the end, but I believed it was important to make sure that Defendant followed the law for everyone.

25 5. I maintained communication with my attorneys throughout the litigation, discussing the
26 facts and policies at issue in the case with the Shimoda Law Corp. I asked questions when I needed
27 clarification about various aspects of this case to make sure there were continually steps taken to
28 advance the interests of the class. I also understood that the recovery in this case was for the benefit of

1 my fellow coworkers, not just for me. When my attorneys contacted me asking about more information
2 or documents related to the case, I made myself available and tried to give or obtain any additional
3 information I could. I participated in the negotiations and settlement discussions in this case while
4 speaking with my attorney to answer questions, provide any additional information needed to assist the
5 negotiations, and discussing the potential terms of the Agreement to evaluate its adequacy.

6 6. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
7 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe
8 the settlement terms and allocations are fair and reasonable given the facts of the case.

9 7. As a Class Representative, I took on the risk of having to pay Defendant's costs if we
10 were unsuccessful in bringing our claims.

11 8. I understand that any Class Representative Enhancement Payment I may receive is for
12 my participation as a Class Representative and it is not contingent on my support or approval of the
13 Agreement. I do not believe I have any conflicts with any Class Members.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 01 of December 2021 in Wilton, California.

DocuSigned by:


ED8C4BF5335243C...

RAYMUNDO VALLES

Galen T. Shimoda (Cal. State Bar No. 226752)
 Justin P. Rodriguez (Cal. State Bar No. 278275)
 Jessica L. Hart (Cal. State Bar No. 331441)
Shimoda Law Corp.
 9401 East Stockton Boulevard, Suite 120
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 Facsimile: (916) 760-3733

Attorneys for Plaintiff RAYMUNDO VALLES,
 on behalf of himself and similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CALAVERAS

RAYMUNDO VALLES, individually and)
 on behalf of all other similarly situated)
 employees,)

Plaintiff,)

vs.)

TRICORP GROUP, INC., a California)
 Corporation; and DOES 1 to 100, inclusive,)
 Defendants.)

CASE NO. 21CV45611

CLASS ACTION

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

Date: January 14, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on January 14, 2022, in Department 2 before the Honorable Judge David Sanders, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and
8 Defendant ("Stipulation of Settlement") filed herewith. All terms used herein shall have the same
9 meaning as defined in the Stipulation of Settlement.

10 2. The settlement set forth in the Joint Stipulation of Settlement and Release Between
11 Plaintiff and Defendant appears to be fair, adequate and reasonable to the Class. The Settlement falls
12 within the range of reasonableness and appears to be presumptively valid, subject only to any objections
13 that may be raised at the final fairness hearing and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
15 fees to Class Counsel, costs of administration and the Class Representatives' Enhancement Award
16 should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled
17 in Department 2 on the date and time set forth in the implementation schedule in Paragraph 10 below.

18 4. This Court approves, as to form and content, the Claim Form (Exhibit G), and the Notice
19 of Pendency of Class Action, Proposed Settlement and Hearing Date for Final Court Approval
20 ("Notice") (Exhibit F). The Court approves the procedure for Class Members to participate in, to opt
21 out of, and to object to, the Settlement as set forth in the Joint Stipulation of Settlement and Release
22 Between Plaintiff and Defendant and Notice.

23 5. The Court directs the mailing of the Notice of Pendency of Class Action and Proposed
24 Settlement, and the Claim Form by first class mail to the Class Members in accordance with the
25 Implementation Schedule set forth below. The Court finds the dates selected for the mailing and
26 distribution of the Notice and the Claim Form, as set forth in the Implementation Schedule, meet the
27 requirements of due process and provide the best notice practicable under the circumstances and shall
28 constitute due and sufficient notice to all persons entitled thereto.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

7. The Court confirms Plaintiff Raymundo Valles as Class Representative, and Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart of Shimoda Law Corp. as Class Counsel.

8. The Court confirms the appointment of Simpluris, Inc. as the Claims Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator and the time for filing claims with the Claims Administrator has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Claims Administrator	[30 calendar days after Order granting Preliminary Approval]
b.	Deadline for Claims Administrator to Mail Notice and Claim Form to Class Members	[45 calendar days after Order granting Preliminary Approval]
c.	Deadline for Class Members to Postmark Claim Forms	[60 calendar days after mailing of the Notice and Claim Form]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Notice and Claim Form]
e.	Deadline for Receipt by Court, Claims Administrator, and Counsel of any Objections to Settlement	[60 calendar days after mailing of the Notice and Claim Form]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days before Final Approval Hearing]

g.	Deadline for Claims Administrator to file Declaration of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
h.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided the number and percentage of opt outs previously provided to Defendant]
i.	Final Fairness Hearing and Final Approval	Date: June 17, 2022 Time: 9:00 a.m. Department: 2
j.	Deadline for Defendant to fund settlement	[21 calendar days after Effective Date]
k.	Deadline for Claims Administrator to mail the Settlement Awards and the Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[35 calendar days after Effective Date]
l.	Deadline for Class Members to cash settlement checks (if Settlement is Effective)	[90 calendar days after Claims Administrator mails the Settlement Awards and the Enhancement Awards]
m.	Deadline for Claims Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiaries (if Settlement is Effective)	[Within 14 calendar days after the deadline for class members to cash Settlement checks]
n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payments, and payment to the LWDA (if Settlement is Effective)	[Within 21 calendar days after the deadline for Claims Administrator to pay and unclaimed residue from uncashed checks to <i>cy pres</i> beneficiaries]

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Jessica L. Hart (Cal. State Bar No. 331441)

Shimoda Law Corp.

9401 East Stockton Boulevard, Suite 120

Elk Grove, CA 95624

Telephone: (916) 525-0716

Facsimile: (916) 760-3733

6 Attorneys for Plaintiff RAYMUNDO VALLES
7 individually and on behalf of similarly situated employees

8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF CALAVERAS**

11 RAYMUNDO VALLES, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 TRICORP GROUP, INC., a California
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendant.

Case No. 21CV45611

CLASS ACTION

PROOF OF SERVICE

Date: January 14, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

1 *Valles v. Tricorp Group, Inc.,*
2 *Calaveras Superior Court Case No. 2145611*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21, Rule 2.150, and Rule 2.251**

5 I, Caitlyn A. Lopez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party
7 to the within above-entitled action.

8 On December 2, 2021, I served the following documents on the party below:

- 9 • PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY
- 10 APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 11 • MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFF'S
- 12 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
- 13 SETTLEMENT
- 14 • EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION FOR
- 15 PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 16 • DECLARATION OF GALEN T. SHIMODA IN SUPPORT OF PLAINTIFF'S
- 17 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
- 18 SETTLEMENT
- 19 • DECLARATION OF RAYMUNDO VALLES IN SUPPORT OF PLAINTIFF'S
- 20 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
- 21 SETTLEMENT
- 22 • [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
- 23 ACTION AND PAGA SETTLEMENT

24 Cary G. Palmer (SBN 186601)	
25 Sander Van Der Heide (SBN 267618)	
26 Jackson Lewis P.C.	
27 400 Capitol Mall, St. 1600	
28 Sacramento, CA 95814-4419	
Phone: (916) 288-3007	
E-mail: Cary.Palmer@jacksonlewis.com	
Sander.vanderHeide@jacksonlewis.com	

29 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
30 processing of correspondence for mailing with the United States Postal
31 Service and that each day's mail is deposited with the United States Postal
32 Service that same day in the ordinary course of business. On the date set forth
33 above, I served the aforementioned document(s) on the parties in said action
34 by placing a true copy thereof enclosed in a sealed envelope with postage
35 thereon fully prepaid, for collection and mailing on this date, following
36 ordinary business practices, at Elk Grove, California, addressed as set forth
37 above.

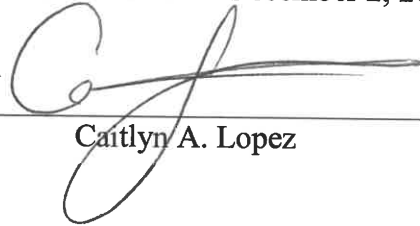
1 [] [By Personal Service] By personally delivering a true copy thereof to the
2 office of the addressee above.

3 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s)
4 shown above. No error was reported by the e-mail service that I used.

5 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
6 personally delivered via the following overnight courier service:_____.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct, and that this declaration was executed on December 2, 2021, at Elk
9 Grove, California.

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Caitlyn A. Lopez