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individually and on behalf of similarly situated employees
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7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF CALAVERAS**
10

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

13 Plaintiff,

14 vs.

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

17 Defendant.
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21

Case No. 21CV45611

CLASS ACTION

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

Date: September 9, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set
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<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	Plaintiff's Itemized Costs and Invoices
E	Proof of Submission of Proposed Settlement Agreement to LWDA
F	Plaintiff's Attorneys' Fees Summary Chart

Dated: August 3, 2022

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff

EXHIBIT A

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Attorneys for Defendant
TRICORP GROUP, INC

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
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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.

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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.

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

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

TERMS OF SETTLEMENT

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

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

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

28

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

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

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

ADMINISTRATION PROCESS

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

20. For any Claim Forms submitted by Class Members, they shall be sent directly by Class Members to the Claims Administrator at the address indicated on the Claim Form. The Claims Administrator shall review the Claim Forms and calculate the Settlement Awards. The Claims Administrator will certify jointly to Class Counsel and Defendant's Counsel the outcome of any disputes raised through the Claim Forms. Settlement Awards to Class Members will be mailed by the Claims Administrator within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 14.b. Settlement Award checks shall remain valid and negotiable for ninety (90) calendar days from the date of their issuance; the Parties agree the 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-

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

7 24. In addition to the Released Claims identified in Paragraph 23, Plaintiff agrees to
8 generally release the Released Parties from any and all claims, whether known or unknown, under
9 all federal, state and local statutes, and federal and state common law (including but not limited to
10 those for contract, tort, and equity), except for workers compensation claims. Plaintiff
11 acknowledges the language of Section 1542 of the California Civil Code, which provides:

12 A general release does not extend to claims that the creditor or
13 releasing party does not know or suspect to exist in his or her favor
14 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.

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

20 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

21 25. To effectuate the terms of the Settlement, the Parties agree all formal and informal
22 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to cease
23 all affirmative communication (oral and written) with the putative class members, other than
24 through Court-approved notices; this provision does not prevent Class Counsel from
25 communicating with any Class Members who may contact Class Counsel. Plaintiff shall promptly
26 submit this Stipulation of Settlement to the Calaveras County Superior Court in support of
27 Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness,
28 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
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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

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

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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
14 Elk Grove, California 95624

15 **To Defendant:**

16 Cary G. Palmer, Esq.
17 JACKSON LEWIS P.C.
18 400 Capitol Mall, Suite 1600
19 Sacramento, CA 95814

20 NO PUBLIC COMMENT

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

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

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

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

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

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

///

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.

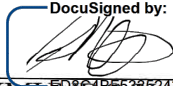
COUNTERPARTS

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.

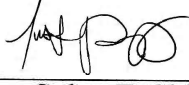
Dated: 11/02/21

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 [REDACTED], 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
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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 [REDACTED], 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
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(2) Weeks Worked During Class Period: According to Defendant's records, you worked [REDACTED] 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 \$ [REDACTED].

(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 [REDACTED], 2021. If you submit a Request for Exclusion which is not postmarked by [REDACTED], 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 [REDACTED], 2021, Department [REDACTED]. 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 [REDACTED] /a.m./p.m. (Pacific Time) on [REDACTED], 2021, in Department [REDACTED], Superior Court of the State of California for the County of Calaveras, [REDACTED], 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 [REDACTED] of the Superior Court of the State of California for the County of Calaveras [REDACTED], on [REDACTED], 2021, at [REDACTED] /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 [REDACTED], 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 [REDACTED] Superior Court, at 400 Government Center Drive, San Andreas, CA 95249-9794. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), 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 [REDACTED], in Department [REDACTED] before the Honorable [REDACTED], 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 [REDACTED], 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

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

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

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

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

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

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
4 Jessica L. Hart (Cal. State Bar No. 331441)
5 **Shimoda Law Corp.**
6 9401 East Stockton Boulevard, Suite 120
7 Elk Grove, CA 95624
8 Telephone: (916) 525-0716
9 Facsimile: (916) 760-3733

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

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**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;

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

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

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

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

25 (e) Superiority: A class action is superior to other available means for the fair and efficient
26 adjudication of the controversy since individual joinder of all members of the putative
27 class is impracticable. Class action treatment will permit a larger number of similarly
28 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.

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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.

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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**
MEAL PERIOD VIOLATIONS
8 **(As to all Defendants)**

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

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

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

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

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

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 employee 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.

 49. 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.

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 Plaintiffs 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.

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

4 **TENTH CAUSE OF ACTION**
5 **UNFAIR COMPETITION**
6 **(As to all Defendants)**

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

9 74. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business
10 act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter
11 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
12 California Business and Professions ("B&P") Code § 17200.

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

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

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

24 **ELEVENTH CAUSE OF ACTION**
25 **PRIVATE ATTORNEYS GENERAL ACT**
26 **(As to all Defendants)**

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

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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;

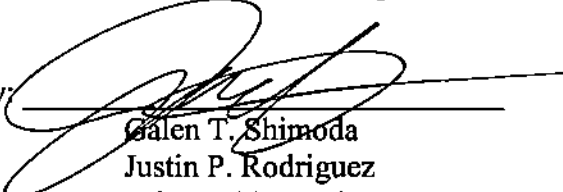
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

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



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
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 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
13 and processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set forth
16 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.

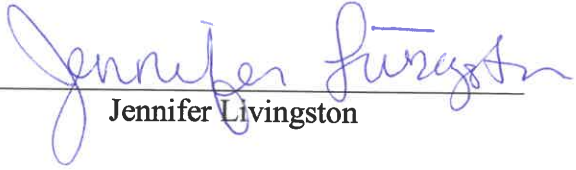
23 
24 Jennifer Livingston
25
26
27
28

EXHIBIT D

Date	Description	Amount
4/14/2021	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Lexis Legal Research Fees	\$500.00
4/27/2021	Certified Mail - PAGA Payment Cost	\$6.82
4/27/2021	Payment to L WDA - 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
11/16/2021	Priority Mail - Notice of Settlement to Court	\$8.15
12/2/2021	Payment to Court - Preliminary Approval Motion	\$60.00
12/2/2021	UPS(Unishippers) - Preliminary Approval Motion to Court	\$27.00
12/2/2021	Priority Mail - Preliminary Approval Motion to Return Envelope	\$8.15
12/2/2021	Priority Mail - Preliminary Approval Motion to opposing counsel	\$8.15
1/6/2022	One Legal Service Fee - E-filing Request and Proposed Order to Appear via Court Call	\$18.68
1/11/2022	Court Call Appearance - ID 11427750	\$94.00
1/14/2022	Priority Mail - Notice of Disassociation of Counsel Mailed to Court	\$7.75
2/11/2022	Court Call Appearance - Preliminary Approval Motion ID: 11451059	\$94.00
2/15/2022	E-Filing Charge - One Legal Supplemental Briefing for Motion for Preliminary Approval	\$18.68
3/9/2022	Court Call Appearance - ID 11471539	\$94.00
3/14/2022	Priority Mail - Declaration regarding OSC and request to appear via Court Call to Court	\$7.75
3/15/2022	Overnight UPS(Unishippers) - Stipulation and Proposed Order/ Amended Proposed Order	\$35.36
3/15/2022	Payment to Court - Stipulation and Proposed Order regarding Preliminary Approval	\$20.00
Anticipated	OneLegal - Service/Filing Final Approval Motion	\$175.00
Anticipated	OneLegal - Service/Filing Compliance Declaration	\$47.00
Total:		\$2,756.04

EXHIBIT E

EXHIBIT F

<u>TASK CATEGORY</u>	<u>Galen Shimoda</u>	<u>Justin Rodriguez</u>	<u>Jessica Hart</u>	<u>Jennifer Livingston</u>
Initial client meeting and review of claims and documents, communications with client, pre-filing investigation/research	2.5	0	5.3	0
Drafting pleadings, notices, administrative filings and court filings and communications with opposing counsel regarding same, communications with client regarding same	1.6	2.1	5.4	1.3
Case review and strategy meetings, research and analysis regarding claims and certification elements, case management hearings and filings, communications with opposing counsel regarding same, communications with client regarding same	7.4	7.7	8.7	0
Informal discovery/exchange of data for settlement discussions, review of payroll data, hard copy timecards and pay stubs, review of text records and screenshots, personnel file review, witness interviews and draft declarations, public record requests, review handbooks and policy documents, preparing damages analysis and calculations, settlement negotiations, communicate with client regarding same, communicate with opposing counsel regarding same	1.2	6.8	6.2	8.8
Preparing settlement documents and exhibits, drafting amended settlement agreement and exhibits per the Court's tentative rulings, solicit bids from claims administrators to estimate needed allocations communicating with client regarding same, communicating with opposing counsel regarding same	2.2	4.8	14.9	0
Settlement approval and administration, including drafting motion for preliminary approval and supporting declarations and order, drafting supplemental briefing regarding approval, class data review, speaking with Claims Administrator regarding calculations and distributions, analyze calculations and estimated disbursements, review notice updates and class member responses, answering class member questions regarding settlement and notice materials, working with Claims Administrator contact to monitor notice process and finalize declaration regarding notice statistics, drafting motion for final approval and supporting declarations and order, research, attending hearings regarding same, communicate with opposing counsel regarding same, communicate with client regarding same	2.9	37.2	12.1	2.9
*Estimated: Post-Final Approval monitoring of settlement, including distribution of all funds to class members and any residual funds to <i>cy pres</i> beneficiaries, compliance reporting to Court	1	5	0	0
TOTAL PER BILLING PARTY:	18.8	63.6	52.6	13