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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

RYAN EDWARDS, individually, and
on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

COSTCO WHOLESALE
CORPORATION, an unknown business
entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 5:21-cv-00716-MWF-KK

Honorable Michael W. Fitzgerald
Courtroom 5A

CLASS ACTION

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

Date: March 27, 2023
Time: 10:00 a.m.
Courtroom: 5A

1 This matter has come before the above-entitled Court on Plaintiff Ryan
2 Edwards' ("Plaintiff") Motion for Preliminary Approval of Class Action
3 Settlement ("Motion"). Having considered the Motion, Memorandum of Points
4 and Authorities in Support Thereof, and declarations submitted in support of the
5 Motion, including the Class Action and PAGA Settlement Agreement
6 ("Settlement," "Agreement," or "Settlement Agreement") entered into by and
7 between Plaintiff and Defendant Costco Wholesale Corporation ("Defendant"),
8 and the Notice of Class and Representative Action Settlement ("Class Notice"),
9 and **GOOD CAUSE** appearing, **IT IS ORDERED** that the Motion is **GRANTED**,
10 subject to the following findings and orders:

11 1. This Order incorporates by reference the definitions in the Settlement
12 Agreement, and all terms defined therein shall have the same meaning in this
13 Order as set forth in the Settlement Agreement.

14 2. The Court grants preliminary approval of the Settlement Agreement
15 attached as "EXHIBIT 1" to the Declaration of Alexandra Rose in Support of
16 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is
17 based on the Court's determination that the Settlement falls within the range of
18 possible approval as fair, adequate, and reasonable.

19 3. It appears to the Court on a preliminary basis that the Settlement is
20 fair, adequate, and reasonable. It appears to the Court that extensive and costly
21 investigation and research have been conducted such that counsel for the parties, at
22 this time, are able to reasonably evaluate their respective positions. It further
23 appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the case. It further appears that the
26 Settlement has been reached as the result of intensive, serious, and non-collusive
27 arms-length negotiations, and was entered into in good faith.

28

1 4. The Court hereby grants Plaintiff leave to file the [Proposed] Third
2 Amended Class Action Complaint for Damages & Enforcement Under the Private
3 Attorneys General Act, California Labor Code § 2698, Et Seq. (“Third Amended
4 Complaint”) which is attached hereto as “**EXHIBIT 1.**” The Third Amended
5 Complaint shall be deemed filed as of the date of the entry of this Order, and shall
6 be the operative complaint in the action for purposes of the Settlement, including
7 the release of claims.

8 5. The Court preliminarily finds that the Settlement, which provides for
9 a Gross Settlement Amount of Eight Million Dollars (\$8,000,000), appears to be
10 within the range of reasonableness of a settlement that could ultimately be given
11 final approval by this Court. The Gross Settlement Amount includes All
12 Individual Settlement Payments, Individual PAGA Payments, Administrative
13 Costs, Class Counsel Award, Service Award, and the LWDA Payment. The Court
14 has reviewed the monetary recovery that is being granted as part of the Settlement
15 and preliminarily finds that the contemplated monetary settlement payments to
16 Class Members and Aggrieved Employees are fair, adequate, and reasonable when
17 balanced against the probable outcome of further litigation relating to certification,
18 manageability, liability, and damages issues.

19 6. For settlement purposes only, the Court hereby conditionally certifies
20 the following Class:

21 All current and former non-exempt employees employed by
22 Defendant at the Costco depots in Tracy, California and Mira Loma,
23 California at any time during the period from February 8, 2017,
24 through December 31, 2022.

25 7. The Court concludes that, for settlement purposes only, the proposed
26 Class meets the requirements for certification under section 23 of the Federal Rules
27 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
28 joinder of all members of the Class is impracticable; (b) common questions of law

1 and fact predominate, and there is a well-defined community of interest amongst
2 the members of the Class with respect to the subject matter of the litigation; (c)
3 Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
4 will fairly and adequately protect the interests of the members of the Class; (e) a
5 class action is superior to other available methods for the efficient adjudication of
6 the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in
7 his individual capacity and as the representative of the Class.

8 8. The Court finds that Plaintiff Ryan Edwards is a suitable
9 representative for the Class and hereby preliminarily appoints him as
10 representative for the Class conditionally certified by this Order.

11 9. The Court hereby appoints the law firm Lawyers *for* Justice, PC
12 ("Class Counsel") as counsel for the Class, pursuant to Federal Rules of Civil
13 Procedure 23(g). The Court finds that Class Counsel has demonstrable experience
14 litigating, certifying, and settling class actions, and will serve as adequate counsel
15 for the Class conditionally certified by this Order. Class Counsel is authorized to
16 act on behalf of Class Members with respect to all acts or consents required by, or
17 which may be given pursuant to, the Settlement, and such other acts reasonably
18 necessary to consummate the Settlement. Any Class Member may enter an
19 appearance through counsel of such individual's own choosing and at such
20 individual's own expense. Any Class Member who does not enter an appearance
21 or appear on his or her own will be represented by Class Counsel.

22 10. The Court hereby appoints Atticus Administration, LLC as the
23 Settlement Administrator to administer the Settlement pursuant to the terms of the
24 Settlement Agreement.

25 11. Pursuant to California Labor Code section 2699(l), the Court has
26 reviewed and hereby approves the sum of Five Hundred Thousand Dollars
27 (\$500,000) of the Gross Settlement Amount to be allocated to civil penalties for
28 resolution of the claim pursuant to the Private Attorneys General Act ("PAGA

Allocation”). The Court approves payment of seventy-five percent (75%) of the PAGA Allocation, or Three Hundred Seventy-Five Thousand Dollars (\$375,000), to the Labor and Workforce Development Agency (“LWDA Payment”) and payment of twenty-five percent (25%) of the PAGA Allocation, or One Hundred Twenty-Five Thousand Dollars (\$125,000) to the Aggrieved Employees.

12. The Court hereby approves, as to form and content, the Notice of Class and Representative Action Settlement attached hereto as “**EXHIBIT 2**” for distribution to the Class Members. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement.

13. The Court finds that the proposed plan for distribution of the Class Notice substantially in the manner and form as set forth in the Settlement Agreement and this Order meets the requirements of Federal Rule of Civil Procedure 23(e) and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt out request, of Class Members’ right to dispute the number of Work Days or PAGA Work Days credited to each of them, and of each Settlement Class Member’s right and opportunity to object to the Settlement by sending a written objection to the Settlement Administrator or appear at the Final Approval Hearing with or without submitting a written objection to the Settlement.

14. Within seven (7) calendar days from the date of this Order, Defendant shall provide the Settlement Administrator with the Class Data, as outlined in the Settlement Agreement. Within thirty (30) calendar days of receipt of the Class Data from Defendant, the Settlement Administrator shall send the Class Notice to each Class Member via First-Class U.S. Mail and email to his or her most current, known address and email address.

1 15. Prior to the initial mailing, the Settlement Administrator shall perform
2 a search using the National Change of Address Database and update the Class Data
3 with any known or identifiable address changes.

4 16. The Court preliminarily approves the proposed procedure for
5 requesting exclusion from the Class Settlement. A Class Member who wishes to
6 request exclusion from or opt out of the Class Settlement must do so by submitting
7 a written letter (“Request for Exclusion”) to the Settlement Administrator, by mail
8 or email, postmarked or emailed on or before the date that is sixty (60) calendar
9 days from the initial mailing of the Class Notice (“Response Deadline”). The
10 Request for Exclusion must: (1) contain the case name and number of the Action;
11 (2) contain the full name, signature, current mailing address, telephone number,
12 and the last four digits of the Social Security number of the Class Member; (3)
13 contain an express statement that the Class Member wishes to be excluded from
14 the Class Settlement; and (4) be submitted to the Settlement Administrator, by mail
15 or email, on or before the Response Deadline. If the Court grants final approval of
16 the Settlement, any such Class Member who chooses to be excluded from the Class
17 Settlement will not be entitled to receive an Individual Settlement Payment and
18 will not be bound by the Class Settlement or have any right to object, appeal, or
19 comment thereon; however, all current and former non-exempt employees
20 employed by Defendant at the Costco depots in Tracy, California and Mira Loma,
21 California at any time during the period from February 8, 2020, through December
22 31, 2022 (“Aggrieved Employees”) will be issued an Individual PAGA Payment
23 and will be bound by the PAGA Settlement.

24 17. The Court preliminarily approves the proposed procedure for
25 objecting to the Class Settlement. Only Settlement Class Members (i.e., Class
26 Members who do not submit a valid and timely Request for Exclusion) may object
27 to the Class Settlement by submitting a written statement of objection
28 (“Objection”) to the Settlement Administrator on or before the Response Deadline.

1 An Objection must: (1) contain the case name and number of the Action; (2)
2 contain the objector's full name, signature, current mailing address, telephone
3 number, and the last four digits of the objector's Social Security number; (3)
4 contain the specific reason(s) for the Objection; (4) contain all evidence and
5 supporting papers (including, without limitation, all briefs, written evidence, and
6 declarations) for the Court to consider; and (5) be submitted to the Settlement
7 Administrator, by mail or email, on or before the Response Deadline.

8 18. A Final Approval Hearing is set before the Honorable Michael W.
9 Fitzgerald in Courtroom 5A of the United States District Court for the Central
10 District of California located at the First Street Courthouse, 350 West First Street,
11 Los Angeles, California 90012, on _____,
12 2023, at _____, to determine all necessary matters concerning the
13 Settlement, including: whether the Settlement of the Action on the terms and
14 conditions provided for in the Settlement is fair, adequate, and reasonable, and
15 should be finally approved by the Court; whether a judgment, as provided in the
16 Settlement, should be entered herein; whether the plan of allocation contained in
17 the Settlement should be approved as fair, adequate, and reasonable to the Class
18 Members; and to finally approve the requests and allocations for the Service
19 Award, Class Counsel Award, and Administrative Costs.

20 19. Class counsel shall file a motion for final approval of the Settlement,
21 along with the appropriate declarations and supporting evidence, including the
22 Settlement Administrator's declaration, by
23 _____, to be heard at the Final
24 Approval Hearing.

25 20. Class counsel shall file a motion for final approval of the requests for
26 the Service Award and Class Counsel Award, and approval of the Administrative
27 Costs, along with the appropriate declarations and supporting evidence, by
28

1 _____, to be heard at the Final
2 Approval Hearing.

3 21. As of the date this Order is signed, all dates and deadlines associated
4 with the Action shall be stayed, other than those contemplated herein and in the
5 Settlement Agreement and pertaining to the administration of the Settlement.

6 22. The Court reserves the right to adjourn or continue the date of the
7 Final Approval Hearing and all dates provided for in the Settlement Agreement
8 without further notice to Class Members and retains jurisdiction to consider all
9 further applications arising out of or connected with the Settlement.

10 **IT IS SO ORDERED.**

11
12 DATE: _____

Honorable Michael W. Fitzgerald
Judge of the United States District Court

EXHIBIT 1

1 Edwin Aiwarzian (Cal. State Bar No. 232943)
 2 edwin@calljustice.com
 3 Arby Aiwarzian (Cal. State Bar No. 269827)
 4 arby@calljustice.com
 5 Joanna Ghosh (Cal. State Bar No. 272479)
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9 *Attorneys for Plaintiff*

10
 11
 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**

14 RYAN EDWARDS, individually, and
 15 on behalf of other members of the
 16 general public similarly situated and
 17 on behalf of other aggrieved
 employees pursuant to the California
 Private Attorneys General Act;

18 Plaintiff,

19 vs.

20 COSTCO WHOLESALE
 CORPORATION, an unknown
 21 business entity; and DOES 1 through
 10, inclusive,

22 Defendants.

Case No.: 5:21-cv-00716-MWF-KK

Honorable Michael W. Fitzgerald

**THIRD AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES &
 ENFORCEMENT UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT, CALIFORNIA LABOR CODE
 § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not

- Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.;
 - (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004);
 - (12) Violation of Fair Labor Standards Act U.S.C. § 207 (Unpaid Overtime);
 - (13) Violation of Fair Labor Standards Act 29 U.S.C. § 206 (Unpaid Minimum Wages)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff RYAN EDWARDS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of the State of California and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action was originally brought in the Superior Court for the County of Riverside pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. The Superior Court for the County of Riverside has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those

given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. The Superior Court for the County of Riverside has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in the Superior Court for the County of Riverside because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Riverside.

PARTIES

5. Plaintiff RYAN EDWARDS is an individual residing in the State of California, County of Riverside.

6. Defendant COSTCO WHOLESALE CORPORATION (“Defendant”), at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Riverside.

7. At all relevant times, Defendant COSTCO WHOLESALE CORPORATION was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants COSTCO WHOLESALE CORPORATION, and DOES 1 through 10, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions

alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 10, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant COSTCO WHOLESALE CORPORATION and DOES 1 through 10 will hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former non-exempt employees employed by Defendant at the Costco depots in Tracy, California and Mira Loma, California at any time during the period from February 8, 2017 through December 31, 2022.

14. Plaintiff reserves the right to amend the class definition and/or to establish other subclasses as appropriate.

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days in a week, and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants failed use the non-discretionary shift differential/bonus/performance/incentive compensation to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the

other class members earned non-discretionary shift differential/bonus/performance/incentive compensation and overtime wages in the same workweek.

- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to pay reporting time pay to Plaintiff and the other class members;
- l. Whether Defendants failed to provide a day of rest to Plaintiff and other class members;
- m. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- n. Whether Defendants had a policy and practice of interfering with Plaintiff's and the other class members' ability to take a

sick day, failing to provide notice to Plaintiff and other class members of their right to paid sick leave, failing to accurately credit/accrue their vacation time and/or sick time pay, failing to provide them paid sick leave, and failing to correctly calculate and pay vacation time and/or sick time pay in violation of Labor Code sections 227.3, 245 et seq., and 2810.5;

- o. Whether Defendants' conduct was willful or reckless;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- r. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and all current and former non-exempt employees employed by Defendant at the Costco depots in Tracy, California and Mira Loma, California at any time during the period from February 8, 2020, through December 31, 2022 are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

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

employee may be entitled.

22. On May 27, 2021, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant COSTCO WHOLESALE CORPORATION of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

23. Plaintiff did not receive a response from the LWDA within sixty-five (65) days of the date of the submission of Plaintiff's notice.

24. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code, including *inter alia*, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, include *inter alia*, 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001, have been satisfied.

GENERAL ALLEGATIONS

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

26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt Equipment Machine Operator, from approximately May 17, 2018 to approximately October 21, 2020, in the State of California, County of Riverside. Plaintiff's rate of pay was \$21.00 per hour.

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

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

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

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

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

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

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all minimum, regular, overtime, and reporting time wages earned, failing to pay vacation and sick pay, and for missed, late, shortened, and/or interrupted meal periods and rest breaks in violation of California law.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. Defendants' failure includes, *inter alia*, failing to compensate Plaintiff and the other class members and aggrieved employees for job

1 duties performed before and/or after their scheduled shifts, and during what should
 2 have been a meal period, including but not limited to, waiting in line to clock in,
 3 waiting for and undergoing COVID pre-screening procedures, undergoing
 4 security/bag checks, responding to work-related inquiries, and communicating
 5 with managers and co-workers regarding work.

6 35. Plaintiff is informed and believes, and based thereon alleges, that
 7 Defendants knew or should have known that Plaintiff and the other class members
 8 and aggrieved employees were entitled to pay equal to half the usual or scheduled
 9 day's work in an amount no less than two (2) hours nor more than four (4) hours
 10 at the employee's regular rate of pay for each workday in which Plaintiff and the
 11 other class members and aggrieved employees were required to report to work and
 12 were furnished less than half the usual or scheduled day's work.

13 36. Plaintiff is informed and believes, and based thereon alleges, that
 14 Defendants knew or should have known that Plaintiff and the other class members
 15 and aggrieved employees were entitled to pay equal to no less than two (2) hours
 16 at Plaintiff's and the other class members' and aggrieved employees' regular rate
 17 of pay for each day in which Plaintiff and the other class members and aggrieved
 18 employees were required to report for work a second time in one workday and were
 19 furnished less than two hours of work on the second reporting.

20 37. Plaintiff is informed and believes, and based thereon alleges, that
 21 Defendants failed to use the non-discretionary shift
 22 differential/bonus/performance/incentive compensation to calculate the regular rate
 23 of pay used to calculate the overtime rate for the payment of overtime wages where
 24 Plaintiff and the other class members and aggrieved employees earned non-
 25 discretionary shift differential/bonus/performance/ incentive compensation and
 26 overtime wages in the same workweek.

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1 38. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants failed to provide Plaintiff and the other class members and aggrieved
3 employees all required rest and meal periods during the relevant time period as
4 required under the Industrial Welfare Commission Wage Orders and thus they are
5 entitled to any and all applicable penalties.

6 39. Plaintiff is informed and believes, and based thereon alleges, that
7 Defendants failed to relieve Plaintiff and other class members and aggrieved
8 employees of all duties, failed to relinquish control over Plaintiff and the other
9 class members' and aggrieved employees' activities, failed to permit Plaintiff and
10 other class members a reasonable opportunity to take, and impeded or discouraged
11 them from taking, thirty (30) minute uninterrupted meal breaks no later than the
12 end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take
13 second thirty (30) minute uninterrupted meal breaks no later than their tenth hour
14 of work for shifts lasting more than ten (10) hours.

15 40. Plaintiff is informed and believes, and based thereon alleges, that
16 Defendants knew or should have known that Plaintiff and the other class members
17 and aggrieved employees were entitled to receive all meal periods or payment of one
18 additional hour of pay at Plaintiff's and the other class members' and aggrieved
19 employees' regular rate of pay when a meal period was missed, short, late, and/or
20 interrupted, and they did not receive all meal periods or payment of one additional
21 hour of pay at Plaintiff's and the other class members' and aggrieved employees'
22 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

23 41. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants failed to provide, authorize, and permit Plaintiff and other class members
25 and aggrieved employees to take full, uninterrupted, off-duty rest periods for every
26 shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted,
27 off-duty rest periods for every shift lasting six (6) to ten (10) hours and/or three full,
28 uninterrupted, off-duty rest periods for every shift lasting ten (10) hour to fourteen

(14) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the clock performing work duties.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including minimum, reporting time, and overtime wages, sick pay, vacation pay, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiff and the other class members did not receive payment

of all wages, including minimum, regular, and overtime wages, reporting time pay, sick pay, vacation pay, and meal and rest period premiums, within any time permissible under California Labor Code section 204.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked and the accurate net and gross wages actually earned by Plaintiff and the other class members and aggrieved employees.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records. Defendants' failure included, *inter alia*, the failure to keep accurate records of the hours worked by Plaintiff and the other class members and aggrieved employees.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses including, but not limited to, the use of personal phones for business related tasks, the purchasing and maintenance of clothing and specialty footwear in compliance with Defendants' uniform and/or dress code policies, the purchasing and maintenance of equipment and PPE, and use of personal vehicles for business related tasks.

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49. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to the accrual of vacation and/or sick pay in conformity with California law.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to vacation pay and/or sick pay at the Plaintiff's and class members' and aggrieved employees' correct regular rate of pay, as opposed to the base hourly rate of pay.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use non-discretionary shift differential/bonus/performance/incentive compensation to calculate the regular rate of pay used to calculate the vacation pay and/or sick pay for each day in which Plaintiff and the other class members and aggrieved employees were entitled to vacation pay and/or sick pay.

52. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members and aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members and aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

53. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members and aggrieved employees for all overtime hours worked. Plaintiff and the other class members and aggrieved employees were required to work more than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive days in a week without

1 overtime compensation for all overtime hours worked.

2 54. During the relevant time period, Defendants failed to use the non-
3 discretionary shift differential/bonus/performance/ incentive compensation to
4 calculate the regular rate of pay used to calculate the overtime rate for the payment
5 of overtime wages where Plaintiff and the other class members and aggrieved
6 employees earned non-discretionary shift differential/bonus/performance/incentive
7 compensation and overtime wages in the same workweek.

8 55. During the relevant time period, Defendants failed to provide all
9 requisite uninterrupted meal and rest periods to Plaintiff and the other class
10 members and aggrieved employees.

11 56. During the relevant time period, Defendants failed to pay Plaintiff and
12 the other class members and aggrieved employees at least minimum wages for all
13 hours worked.

14 57. During the relevant time period, Defendants failed to pay Plaintiff and
15 the other class members and aggrieved employees all wages owed to them upon
16 discharge or resignation.

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

21 59. During the relevant time period, Defendants failed to provide
22 complete or accurate wage statements to Plaintiff and the other class members and
23 aggrieved employees.

24 60. During the relevant time period, Defendants failed to provide notice
25 to Plaintiff and other class members and aggrieved employees as required by
26 California Labor Code section 2810.5.

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61. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members and aggrieved employees.

62. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for all necessary business-related expenses and costs.

63. During the relevant time period, Defendants failed to accurately credit/accrue vacation time and/or sick time pay to Plaintiff and the other class members and aggrieved employees.

64. During the relevant time period, Defendants failed to pay sick time pay to Plaintiff and the other class members at the correct regular rate of pay.

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

66. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

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

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

1 worked by the person on a daily or weekly basis.

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

9 70. The applicable IWC Wage Order further provides that Defendants are
10 and were required to pay Plaintiff and the other class members overtime
11 compensation at a rate of two times their regular rate of pay for all hours worked
12 in excess of twelve (12) hours in a day or in excess of eight (8) hours on the sixth
13 consecutive day of work in a workweek.

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

20 72. During the relevant time period, Plaintiff and the other class members
21 worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week,
22 and/or in excess of six (6) consecutive days in a workweek, including but not
23 limited to, waiting in line to clock in, waiting for and undergoing COVID pre-
24 screening procedures, undergoing security/bag checks, responding to work related
25 inquiries, and communicating with managers and co-workers regarding work.

26 73. During the relevant time period, Defendants intentionally and
27 willfully failed to pay overtime wages owed to Plaintiff and the other class
28 members. Plaintiff and the other class members did not receive overtime

1 compensation at one and one-half times their regular hourly rate of pay for all hours
 2 spent performing job duties in excess of eight (8) hours in a day or forty (40) hours
 3 in a week or for the first eight (8) hours worked on the seventh day of work. By
 4 way of example, during the week of April 27, 2020, Plaintiff was not compensated
 5 at an overtime rate for all time worked in excess of eight (8) hours per day.

6 74. During the relevant time period, Defendants failed to use the non-
 7 discretionary shift differential/bonus/performance/incentive compensation to
 8 calculate the regular rate of pay used to calculate the overtime rate for the payment
 9 of overtime wages where Plaintiff and the other class members earned non-
 10 discretionary shift differential/bonus/performance/ incentive compensation and
 11 overtime wages in the same workweek.

12 75. Defendants' failure to pay Plaintiff and the other class members the
 13 unpaid balance of overtime compensation, as required by California laws, violates
 14 the provisions of California Labor Code sections 510 and 1198, and is therefore
 15 unlawful.

16 76. Pursuant to California Labor Code section 1194, Plaintiff and the other
 17 class members are entitled to recover unpaid overtime compensation, as well as
 18 interest, costs, and attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against COSTCO WHOLESALE CORPORATION and DOES 1 through**
 22 **10)**

23 77. Plaintiff incorporates by reference the allegations contained in
 24 paragraphs 1 through 76, and each and every part thereof with the same force and
 25 effect as though fully set forth herein.

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

79. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

80. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

81. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

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

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

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84. During the relevant time period, Plaintiff and the other class members' meal periods were missed, shortened, taken late, and/or were interrupted because Defendant required them to perform work duties including, but not limited to, waiting in line to clock in and out from meal periods and answering work related questions from supervisors and coworkers. By way of example, during the week of April 27, 2020, Plaintiff's meal period was interrupted and cut short by work related questions from his direct supervisor and manager.

85. As a result, Defendants failed to relieve Plaintiff and other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

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

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

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

89. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

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

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

92. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

93. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

94. During the relevant time period, Defendants required Plaintiff and other class members to work three and one-half (3 ½) or more hours without authorizing or permitting an off-duty, net ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

95. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendant required them to perform work duties including, but not limited to, responding to work related questions and direction from supervisors and/or coworkers. Additionally, Plaintiff and other class members suffered completely missed rest

breaks due to the high volume of work and understaffing.

96. Defendants failed to authorize or permit Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other class members' activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period. By way of example, during the week of April 27, 2020, Plaintiff's second and/or third rest breaks were missed daily due to the high volume of work and understaffing during the COVID-19 pandemic and were also interrupted and cut short due to work-related questions by his direct supervisor and manager.

97. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. For example, throughout his employment with Defendants, although Plaintiff was not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, he was not provided with rest period premium payments.

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

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

100. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate

1 of compensation for each work day that the rest period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

4 **(Against COSTCO WHOLESALE CORPORATION and DOES 1 through**
 5 **10)**

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

9 102. At all relevant times, California Labor Code sections 1194, 1197, and
 10 1197.1 provide that the minimum wage to be paid to employees, and the payment
 11 of a lesser wage than the minimum so fixed is unlawful.

12 103. During the relevant time period, Defendants failed to pay wages to
 13 Plaintiff and the other class members, including, *inter alia*, minimum wages,
 14 overtime wages, meal and rest premiums, reporting time pay, sick pay, and
 15 vacation pay, as required, pursuant to California Labor Code sections 1194, 1197,
 16 and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*,
 17 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the
 18 other class members worked off-the-clock performing work duties including, but
 19 not limited to, waiting in line to clock in, waiting for and undergoing COVID pre-
 20 screening procedures, undergoing security/bag checks, responding to work related
 21 inquiries, and communicating with managers and co-workers regarding work. By
 22 way of example, during the week of April 27, 2020, Plaintiff was required to work
 23 off-the-clock for every single shift due to COVID pre-screening procedures,
 24 waiting in line to clock in, and undergoing security/bag checks, which amounted
 25 to ten to fifteen minutes per shift. Plaintiff's meal and rest breaks were interrupted
 26 and cut short due to work-related questions from his direct supervisors and
 27 managers, and second and/or third rest breaks were missed daily due to the high
 28 volume of work and understaffing during the COVID-19 pandemic, for which

Defendants failed to pay minimum wage to Plaintiff.

104. Defendants' failure to pay Plaintiff and the other class members the minimum wage and all wages due as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their unpaid wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

105. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee wages, and \$250.00 for each subsequent failure to pay each employee wages.

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

FIFTH CAUSE OF ACTION

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

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

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

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

109. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who were discharged, or who provided at least seventy-two (72) hours' notice of their intention to quit, their wages, earned and unpaid, immediately at the time of their discharge or separation.

110. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

111. Plaintiff was not paid at the time of his separation all wages earned and unpaid throughout his employment, including, but not limited to, minimum wages and overtime wages for time worked off-the-clock, reporting time pay, sick pay, vacation pay, and meal and rest period premium payments for missed, short, late, and/or interrupted, meal and rest periods. By way of example, during the week of April 27, 2020, Plaintiff was required to work off-the-clock for every single shift due to COVID pre-screening procedures, waiting in line to clock in, and undergoing security/bag checks, which amounted to ten to fifteen minutes per shift. Plaintiff's meal and rest breaks were interrupted and cut short due to work-related questions from his direct supervisors and managers, and second and/or third rest breaks were missed daily due to the high volume of work and understaffing during the COVID-19 pandemic, for which Plaintiff was not paid at the time of his separation.

112. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

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

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

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

118. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

119. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204. By way of example, during the week of April 27, 2020, Plaintiff worked off-the-clock performing work duties, including, but not limited to, waiting for and undergoing COVID pre-screening procedures, undergoing security/bag checks, and waiting in line to clock in and experienced interrupted and short meal periods and interrupted and missed rest periods by responding to work-related questions from his direct supervisors, for which Plaintiff has not been paid within any time permissible during his employment.

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

SEVENTH CAUSE OF ACTION

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

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

121. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

122. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees 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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

123. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the accurate total number of hours worked by Plaintiff and the other class members. As the employer willfully requiring work to be performed off-the-clock and failing to provide, authorize and/or permit compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants has the information necessary to provide wage statements that accurately reflected the total number of hours actually worked and the actual gross and net wages earned, yet failed to do so on a systematic basis and instead provided wage statements that did not reflect the time worked off-the-clock or all meal and rest periods earned. By way of example, during the week of April 27, 2020, Plaintiff's wage statements were inaccurate and incomplete as it did not reflect the time Plaintiff was required to work off-the-clock for every single shift due to COVID pre-screening procedures, waiting in line to clock in, and undergoing security/bag checks, which amounted to ten to fifteen minutes per shift. It further did not reflect the time Plaintiff spent during meal and rest breaks to answer work-related questions from his direct supervisors and managers, and second and/or third rest breaks that Plaintiff worked through daily due to the high volume of work and understaffing during the COVID-19 pandemic.

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124. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights. Because Plaintiff and the other class members' wage statements did not reflect the accurate number of hours worked, Plaintiff and the putative class members were unable to determine the total amount of hours they worked, were unable to determine the total amount of compensation they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiff and the other class members should have been paid, Plaintiff and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

125. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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

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

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EIGHTH CAUSE OF ACTION

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

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

128. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

129. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

130. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members. By way of example, during the week of April 27, 2020, Defendants failed to keep accurate and complete payroll records as it did not reflect the time Plaintiff was required to work off-the-clock for every single shift due to COVID pre-screening procedures, waiting in line to clock in, and undergoing security/bag checks, which amounted to ten to fifteen minutes per shift. It further did not reflect the time Plaintiff spent during meal and rest breaks to answer work-related questions from his direct supervisors and managers, and second and/or third rest breaks that Plaintiff worked through daily due to the high volume of work and understaffing during the COVID-19 pandemic.

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

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

NINTH CAUSE OF ACTION

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

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

133. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

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

135. Plaintiff and the other class members incurred necessary business-related expenses and costs in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of Defendants throughout the duration of their employment that were not fully reimbursed by Defendants including, but not limited to, the use of personal phones for business related tasks, the purchasing and maintenance of clothing and specialty footwear in compliance with Defendants' uniform and/or dress code policies, the purchasing and maintenance of equipment and PPE, and use of personal vehicles for business related tasks.

136. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

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

138. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

139. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 138, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay all wages due, including and not limited to minimum, overtime, and reporting time wages, sick pay, vacation pay, and meal and rest premiums violate California Labor Code sections 1194, 1197, and 1197.1, and Fair Labor Standards Act sections 206 and 207. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802. Defendants also violated California Labor Code sections 227.3, 245 *et seq.*, and 2810.5 by failing to provide notice to Plaintiff and other class members of their right to paid sick leave, failing to accurately credit/accrue their vacation time and/or sick time pay, failing to provide them paid sick leave, and failing to correctly calculate and pay vacation time and/or sick time pay in violation of Labor Code sections 227.3, 245 *et seq.*, and 2810.5

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

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

145. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences February 8, 2017; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

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ELEVENTH CAUSE OF ACTION

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

**(Against COSTCO WHOLESALE CORPORATION and DOES 1
through 10)**

146. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 145, and each and every part thereof with the same force and effect as though fully set forth herein.

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

148. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

149. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

150. Defendants’ failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

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Failing to Provide Meal Periods

151. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

152. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

153. Defendants' failure to pay wages required by law in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Paid Sick Leave and Vacation Pay

154. Defendants' failure to allow Plaintiff and other class members to take a sick day, failure to provide notice to Plaintiff and other class members of their right to paid sick leave, failure to accurately credit/accrue their vacation time and/or sick time pay, failure to provide them paid sick leave, and failure to correctly calculate and pay vacation time and/or sick time pay, in violation of Labor Code sections 227.3 and 245 *et seq.* constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 227.3 and 245 *et seq.*

Failure to Provide Notice to Employees

155. Defendants' failure to provide notice to Plaintiff and other aggrieved employees containing requisite information in violation of California Labor Code section 2810.5 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5.

Failure to Pay Reporting Time Pay

156. Defendants' failure to pay reporting time pay to Plaintiff and the other aggrieved employees in violation of the Wage Orders and by California Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by the Wage Orders and by California Labor Code section 1198.

Failure to Provide a Day of Rest

157. Defendants' failure to provide a day of rest to Plaintiff and the other aggrieved employees is in violation of California Labor Code sections 551 and 552, as alleged above, constitutes unlawful or unfair activity prohibited by California Labor Code 1198.

Failure to Timely Pay Wages Upon Termination

158. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

159. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

160. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

161. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

162. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

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

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

165. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

TWELFTH CAUSE OF ACTION

(Violation of Fair Standards Act, 29 U.S.C § 207)

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

166. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 165, and each and every part thereof with the same force and effect as though fully set forth herein.

167. The FLSA, 29 U.S.C. § 207(a)(1), provides in relevant part:

Except as otherwise provided in this section, no employer shall employ any of his employees, who in any workweek is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

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1 168. Plaintiff is informed and believes, and based thereon alleges, that
 2 Defendants failed to use non-discretionary shift
 3 differential/bonus/performance/incentive compensation to calculate the regular
 4 rate of pay used to calculate overtime rate for the payment of overtime wages where
 5 Plaintiff and the other class members earned non-discretionary shift differential/
 6 bonus/performance/incentive compensation in the same workweek.

7 169. At all material times set forth herein, Plaintiff and the other class
 8 members often worked in excess of forty (40) hours in a workweek; however, no
 9 overtime compensation was paid by Defendants and to the extent overtime
 10 compensation was paid, the overtime rate of pay was improperly calculated by
 11 Defendants. As such, Defendants owe Plaintiff and the other class members
 12 overtime compensation.

13 170. At all material times set forth herein, Defendants' failure to pay
 14 Plaintiff and the other class members the unpaid balance of overtime compensation,
 15 as required by the FLSA, violated the provisions of the FLSA and was therefore
 16 unlawful. Moreover, Defendants' failure to pay Plaintiff and the other class
 17 members overtime compensation was and is a result of a uniform policy or practice
 18 to deny overtime compensation to them.

19 171. At all material times Defendants' failure to pay Plaintiffs and the other
 20 class members was the result of Defendants' willful, knowing, and intentional
 21 violation of the provisions of the FLSA, or alternatively Defendants' reckless
 22 disregard for the requirements of those provisions. At all relevant times set forth,
 23 Defendants were aware that their uniform policies and practices are illegal and that
 24 Plaintiff and the other class members must be compensated at the correct overtime
 25 rate for work performed in excess of forty (40) hours pursuant to these uniform
 26 policies and practices. Therefore, the foregoing Defendants' conduct, as alleged,
 27 constitutes willful violation of the FLSA, within the meaning of 29 U.S.C.
 28 § 255(a).

172. Pursuant to the FLSA, 29 U.S.C. § 216(b), Plaintiff and the other class members are entitled to recover their unpaid overtime compensation as well as liquidated damages equal to the amount of unpaid compensation, interest, costs, and attorneys' fees.

THIRTEENTH CAUSE OF ACTION

(Violation of Fair Labor Standards Act, 29 U.S.C. § 206)

(Against COSTCO WHOLESALE CORPORATION and DOES 1 through 10)

173. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 172, and each and every part thereof with the same force and effect as though fully set forth herein.

174. Pursuant to the FLSA, 29 U.S.C. § 206, Plaintiff and the other class members were entitled to receive minimum wages for all hours worked.

175. At all material times set forth herein, Defendants failed to pay Plaintiff and the other class members for all hours worked. This work was and is performed for the sole benefit of Defendants, and was and is a uniform practice and policy in all Defendants' locations. This work resulted and continues to result in Plaintiff and the other class members working without any compensation. As such, Defendants owe Plaintiffs and the other class members compensation for this work at least at a minimum wage rate.

176. At all material times set forth herein, Defendants' failure to pay Plaintiff and the other class members minimum wages for all hours worked, as required by the FLSA, violated the provisions of the FLSA and was therefore unlawful. Moreover, Defendants' failure to pay Plaintiffs and the other class members' minimum wages was and is a result of a uniform policy or practice to deny them compensation at least at a minimum wage rate.

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177. At all material times, Defendants' failure to pay Plaintiffs and the other class members was the result of Defendants' willful, knowing, and intentional violation of the provisions of the FLSA, or alternatively, Defendants' reckless disregard for the requirements of those provisions. At all relevant times set forth, Defendants were aware that their uniform policies and practices are illegal and that Plaintiffs and the other class members must be compensated for the work activities performed pursuant to these uniform policies and practices. Therefore, the foregoing Defendants' conduct, as alleged, constitutes willful violation of the FLSA, within the meaning of 29 U.S.C. § 255(a).

178. As a result of Defendants' unlawful conduct, Plaintiff and the other class members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours actually worked.

179. Pursuant to the FLSA, 29 U.S.C. § 216(b), Plaintiff and the other class members are entitled to recover the full amount of unpaid minimum wages as well as liquidated damages equal to the amount of unpaid compensation, interest, costs, and attorneys' fees.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;

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2. That Plaintiff be appointed as the representative of the Class as to the first ten causes of action;

3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

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

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

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

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

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

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

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As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by

California Labor Code section 1174(d);

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all minimum, overtime, sick pay, vacation pay, and reporting time compensation and meal and rest period premiums due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code, including *inter alia*, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198 and by

violating California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 245 *et seq.*, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001.

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

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

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

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

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 245 *et seq.*, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; and

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

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As to the Twelfth Cause of Action

61. For general and unpaid wages at overtime wage rates;
62. For liquidated damages equal to the amount of unpaid compensation;
63. For pre-judgment interest on any unpaid overtime compensation from the date such amounts were due;
64. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, 29 U.S.C. § 216(b); and
65. For such other and further relief as the Court may deem appropriate.

As to the Thirteenth Cause of Action

66. For general unpaid minimum wages;
67. For liquidated damages equal to the amount of unpaid compensation;
68. For pre-judgment interest on any unpaid minimum wages from the date such amounts were due;
69. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, 29 U.S.C. § 216(b); and
70. For such other and further relief as the Court may deem appropriate.

Dated:

LAWYERS for JUSTICE, PC

By: _____
Alexandra Rose
Attorneys for Plaintiff

EXHIBIT 2

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Ryan Edwards v. Costco Wholesale Corporation

United States District Court, Central District of California

Case No. 5:21-cv-00716-MWF-KK

PLEASE READ THIS NOTICE AS IT MAY AFFECT YOUR LEGAL RIGHTS.

1. *Why Did I Get This Notice?*

A proposed settlement has been reached between Plaintiff Ryan Edwards (“Plaintiff”) and Costco Wholesale Corporation (“Costco” or “Defendant”) in the action entitled *Ryan Edwards v. Costco Wholesale Corporation*, United States District Court, Central District of California, Case No. 5:21-cv-00716-MWF-KK (“Action”). This Notice is being sent to you by order of that court, which has preliminarily approved the settlement and conditionally certified a class. Because your rights may be affected by the Settlement, you should read this Notice carefully.

This Notice briefly describes the claims alleged, the key settlement terms, your rights and options, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Work Days and/or PAGA Work Days you are credited with. The Court has not determined whether Costco broke any law. Both sides agreed to settle the case without agreeing who is right or wrong, in order to avoid the risks and cost of a trial. Costco expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to the Plaintiff or to the Class.

2. *Important Definitions*

“**Class**” means all current and former non-exempt employees employed by Defendant at the Costco depots in Tracy, California and Mira Loma, California at any time during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the period from February 8, 2017, through December 31, 2022.

“**Class Settlement**” means the settlement and resolution of Released Class Claims (described in Section 12 below).

“**Aggrieved Employees**” means all current and former non-exempt employees employed by Defendant at the Costco depots in Tracy, California and Mira Loma, California at any time during the PAGA Period.

“**PAGA Period**” means the period from February 8, 2020, through December 31, 2022.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section 12 below).

3. *What is this Case About?*

The Action was commenced on February 8, 2021 in the Superior Court of the State of California for the County of Riverside (Case No. CVR12100641), which was then removed to the United States District Court, Central District of California (Case No. 5:21-cv-00716-MWF-KK), where it is currently pending.

On June 1, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages in the United States District Court, Central District of California. On May 27, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of Plaintiff’s intent to seek civil penalties for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders (“LWDA Letter”). On August 2, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General

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Questions? Call the Settlement Administrator, [XXXXXXXXXXXX at 1-xxx-yyy-zzzz](tel:1-xxx-yyy-zzzz)

Act, California Labor Code § 2698, Et Seq. in the Superior Court of California of the State of California for the County of Riverside (Case No. CVRI2103530) in the action entitled *Ryan Edwards v. Costco Wholesale Corporation* (“PAGA Action”). On August 4, 2021, Plaintiff filed a Second Amended Class Action Complaint for Damages in the United States District Court, Central District. On [REDACTED], 2023, Plaintiff filed a Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), which, *inter alia*, added the claims alleged in the PAGA Action.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, sick pay, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff also contended that Defendant failed to properly pay minimum and overtime wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). Plaintiff seeks, among other things, recovery of unpaid wages, sick pay, meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

4. What is a “Class Action”?

In a class action, one or more class representatives sue on behalf of a group of people who are in a position to make similar claims. In this case Ryan Edwards is the class representative (“Class Representative”). Costco is the Defendant. A class action allows a court to resolve at one time all the issues for all the class members who do not exclude themselves from the class. A class member is bound by the judgment entered in the case, whether the class wins or loses, and may not sue over the same claims that were decided in the class action.

5. How Does the Class Action Settlement Work?

If you are a Class Member, you do not need to take any action to receive your share of the Class Settlement (called an “Individual Settlement Payment”), but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Work Days and/or PAGA Work Days credited to you, if you choose, as explained more fully in Sections 9, 10, and 11 below. If you worked within the PAGA Period, you are an “Aggrieved Employee.” Aggrieved Employees will receive their *pro rata* share of the 25% portion of the PAGA Allocation regardless of whether they opt out of participating in the Class Settlement, as explained more fully in Section 8 below.

Plaintiff and Defendant, and their respective counsel, believe the settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable.

On xx, xx, 2023, in the United States District Court, Central District of California, the presiding judge entered an order preliminarily approving the Settlement, conditionally certified the Class for settlement purposes, appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Ryan Edwards as the Class Representative, and Class Counsel (listed in Section 6 below) as counsel for the Class, and directed that you receive this Notice.

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Questions? Call the Settlement Administrator, XXXXXXXXXXXX at 1-xxx-yyy-zzzz

The Court will hold a Final Approval Hearing on [date of final approval hearing], 2023 at __ [a.m./p.m.], located at First Street Courthouse, 350 West First Street, Courtroom 5A, Los Angeles, CA 90012, before United States District Court, Central District of California, Judge Michael W. Fitzgerald, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

The Final Approval Hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may do if you wish to do so.

Class Members may appear at the Final Approval Hearing via Zoom. Instructions are provided by the Court at <http://www.cacd.uscourts.gov/honorable-michael-w-fitzgerald>.

6. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Alexandra Rose
Lawyers for Justice, PC
410 West Arden Ave., Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Costco:

David D. Jacobson
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Tel: (310) 277-7200 / Fax: (310) 201-5219

The Court has decided that the attorneys for the Plaintiff are qualified to represent you and all other Class Members simultaneously in this Settlement. You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

7. What Are My Options?

DO NOTHING: If you do nothing, you *will* be bound to the Class Settlement, release the Released Class Claims described in Section 12 below, and will be issued an Individual Settlement Payment if the Court grants final approval of the Settlement. If you are an Aggrieved Employee, you will be bound to the PAGA Settlement, release the PAGA Released Claims described in Section 12 below, and will be issued an Individual PAGA Settlement.

OPT OUT: If you “opt out” from the Class Settlement described in Section 10 below, then then you will *not* receive an Individual Settlement Payment and will not be bound by the terms of the Class Settlement. If you “opt out” of the Class Settlement you will retain your right to sue Costco on your own behalf, except for claims for penalties under the Private Attorneys General Act.

You will be automatically included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement, and you will release the Released PAGA Claims described in Section 12 below.

OBJECT: If you object to the terms of the Class Settlement, you can submit an Objection to the Settlement Administrator described in Section 11 below. If you want to object to the Class Settlement, then you must *not* opt out of the Class Settlement.

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Questions? Call the Settlement Administrator, XXXXXXXXXXXX at 1-xxx-yyy-zzzz

The procedures for opting out or objecting to the Class Settlement are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From The Class Settlement” and “How Do I Object To The Class Settlement?”

Note: Costco will not retaliate in any way against you—and is forbidden by law to retaliate in any way against you—for either participating or not participating in this settlement.

8. What are the Main Terms of the Settlement and How Much Will I Receive?

Costco will pay \$8,000,000 in a Gross Settlement Amount, subject to possible increase if it is determined that the number of workweeks exceeds a predetermined threshold. The following shall be deducted from the Gross Settlement Amount before any payments are made to Settlement Class Members, subject to approval by the Court: (1) Service Award to Plaintiff in an amount up to \$15,000, (2) Administrative Costs to the Settlement Administrator in an amount estimated not to exceed \$50,000, (3) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$2,800,000 if the Gross Settlement Amount is \$8,000,000) and reimbursement of litigation costs and expenses in an amount not to exceed \$30,000 (collectively, “Class Counsel Award”) to Class Counsel, and (4) the amount of \$500,000 allocated to civil penalties under the Private Attorneys General Act (“PAGA Allocation”). The PAGA Allocation will be distributed 75% to the LWDA (i.e., \$375,000) (“LWDA Payment”) and the remaining 25% (\$125,000) will be distributed to Aggrieved Employees (“Aggrieved Employees’ Portion”).

After these deductions, the portion that is available to be divided amongst the Class Members who participate in the Class Settlement (i.e., those who do not submit a valid and timely Request for Exclusion) (“Settlement Class Members”) is referred to as the “Net Settlement Amount.”

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of days each Class Member worked for Defendant as a non-exempt employee at the Costco depots in Tracy, California or Mira Loma, California during the Class Period (“Work Days”).

The Settlement Administrator has divided the Net Settlement Amount by the Work Days of all Class Members to yield the “Estimated Work Day Value,” and multiplied each Class Member’s individual Work Days by the Estimated Work Day Value to yield their estimated Individual Settlement Share. Settlement Class Members will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as 60% non-wage penalties and interest, 35% wages, and 5% other non-wage damages. The portion allocated as wages will be reported on an IRS Form W-2 and the portions allocated as penalties, interest, and other non-wage damages will be reported on IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement for their *pro rata* share of the Aggrieved Employees’ Portion (“Individual PAGA Payment”) based on the number of days each Aggrieved Employee worked for Defendant as a non-exempt employee at the Costco depots in Tracy, California and Mira Loma, California during the PAGA Period (“PAGA Work Days”).

The Settlement Administrator has divided the Aggrieved Employees’ Portion by the PAGA Work Days of all Aggrieved Employees to yield the “Estimated PAGA Work Day Value,” and multiplied each Aggrieved

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Questions? Call the Settlement Administrator, [XXXXXXXXXXXX at 1-xxx-yyy-zzzz](tel:1-xxx-yyy-zzzz)

Employee's individual PAGA Work Days by the Estimated PAGA Work Day Value to yield their Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as 100% civil penalties, which will be reported on IRS Form 1099 (if applicable).

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be

\$ [REDACTED].

The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be

\$ [REDACTED].

The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

9. How Do I Dispute my Work Days and/or PAGA Work Days?

According to Defendant's records:

- **From February 8, 2017, through December 31, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] Work Days.**
- **From February 8, 2020, through December 31, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] PAGA Work Days.**

If you wish to dispute the Work Days and/or PAGA Work Days credited to you, you must submit a written letter ("Dispute") to the Settlement Administrator, which must: (1) contain the case name and number of the Action (*Ryan Edwards v. Costco Wholesale Corporation*, Case No. 5:21-cv-00716-MWF-KK); (2) contain your full name, signature, current mailing address, telephone number, and the last four digits of your Social Security number; (3) contain a clear statement that you dispute the number of Work Days or the number of PAGA Work Days credited to you and what number(s) you contend are correct; (4) include any documentation substantiating the number of Work Days and/or PAGA Work Days that you contend should apply; and (5) be submitted to the Settlement Administrator, by mail or email, at the specified address or email address listed in Section 10 below, on or before **[Response Deadline]**.

10. How Do I Opt Out or Exclude Myself from the Class Settlement?

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Questions? Call the Settlement Administrator, **[REDACTED] at 1-xxx-yyy-zzzz**

If you do not want to be part of the Class Settlement, then you must submit a written request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator, which must (1) contain the case name and number of the Action (*Ryan Edwards v. Costco Wholesale Corporation*, Case No. 5:21-cv-00716-MWF-KK), (2) contain your full name, signature, current mailing address, telephone number, and the last four digits of your Social Security number, (3) contain an express statement that you wish to be excluded from the Class Settlement, and (4) be submitted to the Settlement Administrator at the specified address or email address below, by mail or email, on or before [Response Deadline].

[Settlement Administrator]

[Mailing Address]

[Email Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the release of Released Class Claims (described in Section 12 below), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 12 below, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

11. How Do I Object to the Class Settlement?

If you are a Class Member who has not submitted a Request for Exclusion, then you may object to the Class Settlement, personally or through an attorney, by submitting a written statement of objection (“Objection”) to the Settlement Administrator, which must: (1) contain the case name and number of the Action (*Ryan Edwards v. Costco Wholesale Corporation*, Case No. 5:21-cv-00716-MWF-KK), (2) contain your full name, signature, current mailing address, telephone number, and the last four digits of your Social Security number, (3) contain the specific reason(s) for the Objection, (4) contain all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider, and (5) be submitted to the Settlement Administrator at the specified address or email address in Section 10 above, by mail or email, on or before [Response Deadline].

Notwithstanding the above, Settlement Class Members may appear at the Final Approval Hearing to object orally even if they haven’t submitted an Objection.

If the Court rejects the objection, then the objector will receive an Individual Settlement Payment and will be bound by the terms of the Class Settlement and Released Class Claims.

12. What are the Released Claims?

As of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Class Claims for the Class Period, and those Settlement Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Payment check will be deemed to opt-in to the settlement and release of Released Class Claims that arise under the Fair Labor Standards Act.

As of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released PAGA Claims for the PAGA Period.

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Questions? Call the Settlement Administrator, XXXXXXXXXXXX at 1-xxx-yyy-zzzz

“Released Class Claims” means all claims premised in the facts and allegations in the Operative Complaint, arising during the Class Period, under any laws, including but not limited to any municipal, state, or federal law, including, without limitation, all claims for violations for California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 245-249, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, or Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001, and all claims for alleged failure to pay wages of any form, including all claims for failure to pay minimum wage, overtime, reporting time pay, sick pay, or any other wage, claims for failure to provide accurate itemized wage statements, claims for failure to timely pay wages during employment, claims for failure to provide compliant meal or rest periods or pay meal or rest period premiums, claims for failure to timely pay wages due at end of employment, claims for failure to maintain payroll records, claims for failure to pay wages in form negotiable and payable in cash, claims for unfair competition under California Business and Professions Code § 17200 *et seq.* based upon any of the foregoing, and claims for violation of the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*) based upon any of the foregoing.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*), premised on the facts and allegations in the Operative Complaint or LWDA Letter, arising during the PAGA Period, for violations for California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 245-249, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, or Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001, and all claims for alleged failure to pay wages of any form, including all claims for failure to pay minimum wage, overtime, reporting time pay, sick pay, or any other wage, claims for failure to provide accurate itemized wage statements, claims for failure to timely pay wages during employment, claims for failure to provide compliant meal or rest periods or pay meal or rest period premiums, claims for failure to timely pay wages due at end of employment, claims for failure to maintain payroll records, and claims for failure to pay wages in form negotiable and payable in cash.

“Released Parties” means Defendant and each and all of Defendant’s present and former subsidiaries, affiliates, and joint ventures, and all of Defendant’s shareholders, officers, directors, management-level employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under, or in concert with any of them.

13. Additional Information

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement and other papers which are on file with the Court.

You may review the Settlement Agreement and other court records by using Public Access to Court Electronic Records System (“PACER”) (for a fee) through the Court’s Pacer system at <https://pacer.uscourts.gov/>. The Court also provides free access to PACER at the public terminals in the Clerk’s Office located at 350 West First Street, Suite 4311, Los Angeles, California 90012, between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding court-observed holidays.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [Settlement Administrator’s toll-free number]

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

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Questions? Call the Settlement Administrator, XXXXXXXXXXXX at 1-xxx-yyy-zzzz

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Questions? Call the Settlement Administrator, [XXXXXXXXXXXX at 1-xxx-yyy-zzzz](#)