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Attorneys for Plaintiff

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

YESENIA ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

FRANK-LIN DISTILLERS PRODUCTS,
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: FCS055208

Honorable Christine A. Carringer
Department 12

CLASS ACTION

**DECLARATION OF OVSANNA
TAKVORYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Yesenia
Rojas); and [Proposed] Order filed
concurrently herewith]

Date: May 11, 2022
Time: 8:30 a.m.
Department: 12

Complaint Filed: August 13, 2020
Trial Date: None Set

DECLARATION OF OVSANNA TAKVORYAN

I, Ovsanna Takvoryan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Yesenia Rojas (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
24 one thousand (1,000) class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions, successfully opposed multiple motions
23 to compel arbitration, engaged in successful complex motion practice relating to coordination and
24 intervention, and certified dozens of class action cases for settlement by way of the court approval
25 process. She has obtained notable decisions regarding the Private Attorneys General Act and
26 employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9
27 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied
28 (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has handled over

one hundred and fifty (150) class action and/or representative action settlements. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from Occidental College in 1998 and earned my Juris Doctor degree from the University of California, Los Angeles in 2001. I was admitted to practice law in California in 2001. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, mediation, drafting, negotiating, and finalizing settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I founded my own boutique law firm in 2009 and in 2018 became a partner of an international law firm with over 240 attorneys worldwide, where I served as the administrative partner of the Los Angeles office and led the Global Finance Practice team. I have structured and negotiated a broad spectrum of complex commercial transactions and provided legal advice on potential risks and issues across various industries in a wide range of legal areas. I have also served as lead counsel on a jury trial. I currently serve on the Board of the Charlotte and Elise Merdinian Armenian Evangelical School and the Armenian Bar Association's Board of Governors, and I am a Former Executive Committee Chair of the Beverly Hills Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

1 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of household items involving allegations of
3 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC413498.

6 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national property management company involving
8 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC430918.

11 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer involving allegations of misclassification of
13 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
14 certification. On August 26, 2013, the court granted final approval of the class action settlement.
15 The Los Angeles County Superior Court Case Number is BC424012.

16 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a bank, involving allegations of
18 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
19 granted final approval of the class and PAGA representative action settlement. The Kern County
20 Superior Court Case Number is S-1500-CV-273194-LHB.

21 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a national wholesale distributor of
23 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
24 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
25 representative action settlement. The Sacramento County Superior Court Case Number is 34-
26 2012-00136285.

27 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class action against a multinational corporation that provides global workplace

1 solutions, involving allegations of misclassification of the “Operations Manager” position. On
2 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
3 County Superior Court Case Number is BC478769.

4 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a national retailer of household
6 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
7 final approval of the class and PAGA representative action settlement. The San Francisco County
8 Superior Court Case Number is CGC-13-532344.

9 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
11 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
12 motion for class certification. On October 20, 2017, the court granted final approval of the class
13 and PAGA representative action settlement. The Los Angeles County Superior Court Case
14 Number is BC474784.

15 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of upscale
17 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
18 granted final approval of the class and PAGA representative action settlement. The Los Angeles
19 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
20 Coordination Proceeding Number is 4794.

21 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
23 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
24 settlement. The Los Angeles County Superior Court Case Number is BC488069.

25 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
27 involving allegations of misclassification of the “Department Manager” position. On August 12,
28 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative settlement. The Orange County
6 Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ, in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class action and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative settlement. The Kern County Superior Court Case
7 Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
26 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
27 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
28 and the Judicial Council Coordination Proceeding Number is 4921.

1 ii) LFJ represented the plaintiffs in a wage-and-hour class and representative
2 action against a national retailer of apparel and fashion accessories, on behalf of non-exempt
3 employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in
4 part and certified a class. On May 14, 2021, the court granted final approval of the class and
5 PAGA representative action settlement. The Sacramento County Superior Court Case Number is
6 34-2015-00175330-CU-OE-GDS.

7 jj) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
8 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
9 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
10 notable decision from the California Supreme Court clarifying the law and finding, in part, that
11 employer arbitration agreements are unenforceable where they block a PAGA claim from
12 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
13 granted approval of the PAGA representative settlement. The San Diego County Superior Court
14 Case Number is 34-2015-00175330.

15 kk) LFJ, in association with co-counsel therein, represents the plaintiff in a
16 wage-and-hour class and PAGA representative action against a medical equipment supplier on
17 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
18 for class certification and certified a class. The San Bernardino County Superior Court Case
19 Number is CIVDS1505744.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiff in a
21 wage-and-hour class and PAGA representative action against a large national drug testing
22 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
23 plaintiff's motion for class certification and certified a class. The San Diego County Superior
24 Court Case Number is 37-2018-00019611-CU-OE-CTL.

25 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
27 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
28 court granted in part the plaintiff's motion for class certification and certified a class. The

1 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
2 Judicial Council Coordination Proceeding Number is 4930.

3 nn) LFJ, in association with co-counsel therein, represents the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a plastic packaging company on
5 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
6 for class certification and certified a class. On November 8, 2021, the court granted approval of
7 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
8 CIVDS1507361.

9 oo) LFJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class action against manufacturer and supplier of power products and services on
11 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
12 for class certification and certified a class. The San Diego County Superior Court Case Number
13 is 37-2015-00025968-CU-OE-CTL.

14 pp) LFJ represents the plaintiff in a wage-and-hour class action against a
15 nutritional products manufacturer on behalf of non-exempt production line employees. On
16 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
17 certified a class. The Solano County Superior Court Case Number is FCS051001.

18 qq) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
19 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
20 the court granted the plaintiff's motion for class certification in part and certified a class. The San
21 Francisco Superior Court Case Number is CGC-16-550794.

22 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

23 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
24 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")
25 entered into by and between Plaintiff Yesenia Rojas, individually and on behalf of all others
26 similarly situated and other aggrieved employees, on the one hand, and Defendant Frank-Lin
27 Distillers Products, Ltd. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties
28 and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"),

1 which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the
2 Court approve it as well.

3 9. Based on information provided by Defendant, as of March 17, 2021, the Class is
4 estimated to consist of approximately two hundred (200) individuals.

5 10. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
6 matter has translated into tangible monetary benefits in the following respects: (1) Class Members
7 recover over a reasonably short period of time as opposed to waiting additional years for the same,
8 or possibly worse, result; (2) a guaranteed result that compares favorably with other similar
9 complex wage and hour class action and/or representative action settlements of this type given the
10 strengths and weaknesses of the case; and (3) significant savings in attorneys’ fees and/or costs
11 that would have only increased significantly had the case progressed through certification, trial,
12 and/or appeals.

13 11. Class Counsel has litigated the case for over a year and a half and was actively
14 preparing the matter for class certification and trial. The Parties have engaged in extensive
15 settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey A.
16 Ross, Esq., a well-respected mediator experienced in mediating complex labor and employment
17 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged
18 extensive information and engaged in discussions regarding their evaluations of the case and
19 various aspects of the case, including but not limited to, the risks and delays of further litigation,
20 the risks to the Parties of proceeding with class certification and/or representative adjudication,
21 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
22 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
23 possibility of appeals, among other things. During all settlement discussions, the Parties
24 conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement
25 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
26 ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that
27 they would be able to obtain class certification and prevail at trial. After conducting investigations,
28 formal and informal discovery, and exchange of information, extensive settlement negotiations,

1 and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited
2 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
3 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
4 adequate resolution of the Released Claims of Plaintiff and Participating Class Members, against
5 the Released Parties.

6 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
7 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
8 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
9 informal discovery regarding the facts of the case, including and not limited to, the exchange,
10 review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff,
11 and other sources. Class Counsel propounded multiple sets of formal written discovery requests
12 onto Defendant (specifically, Requests for Production of Documents (Set One & Two), Special
13 Interrogatories (Set One, Two, & Three), and Form Interrogatories – General (Set One)) and
14 noticed the depositions of Defendant's Person Most Knowledgeable designees. Class Counsel
15 also prepared for and defended the deposition of Plaintiff over the course of two (2) separate days
16 on April 14, 2021 and April 15, 2021, and prepared for and took the deposition of Defendant's
17 Person Most Knowledgeable witnesses (specifically, Defendant's Executive Vice-President and
18 Chief Financial Officer) on May 24, 2021. The volume of data and documents that Class Counsel
19 reviewed and analyzed included and was not limited to: Plaintiff's employment records, a detailed
20 sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee
21 Handbook, internal memoranda, job descriptions, Defendant's operations and employment
22 acknowledgments (including, but not limited to, Defendant's Employee Handbook
23 Acknowledgment and Agreement, Employee Handbook Policy Update Acknowledgement and
24 Agreement, Acknowledgement of Receipt of California Meal Period and Rest Break Policy, and
25 Arbitration Acknowledgement and Agreement), agreements (including, but not limited to,
26 Defendant's Arbitration Agreement), forms (including, but not limited to, Defendant's Employee
27 Disciplinary Report, Time Off Request Form, Request for Leave of Absence Vacation or Sick
28 Leave, Safety Footwear Authorization Form, and Meal Break Waiver Form), and procedures and

1 policies (including, but not limited to, Defendant’s Safety Shoe Program, Breaks and Meal Periods
2 policy, Business Expenses policy, Overtime Procedure policy, Pay Day policy, Clocking In and
3 Out policy, Personal Appearance policy, Final Pay policy, Reimbursement of Outstanding
4 Expenses policy, Cellular Phone Policy, and Use of Personal Vehicles policy), among other
5 information and documents. Class Counsel interviewed Plaintiff and other putative class members
6 to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred
7 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
8 production of documents and data prior to the mediation. Class Counsel also drafted pleadings
9 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement
10 negotiations, among other tasks.

11 13. Counsel for the Parties have also invested time researching and investigating the
12 applicable law, which is constantly evolving as it relates to certification, representative PAGA
13 claims, off-the-clock theory, meal and rest periods, federal and state wage-and-hour law and
14 enforcement, Plaintiff’s claims and damages, and Defendant’s defenses thereto, as well as facts
15 discovered. Based on Class Counsel’s analysis, the result achieved in this litigation is fair,
16 adequate, and reasonable.

17 14. The Settlement provides for a Gross Settlement Amount of eight hundred thousand
18 dollars and no cents (\$800,000.00). The Net Settlement Amount is the Gross Settlement Amount
19 less the following amounts subject to approval by the Court: Attorneys’ Fees and Costs to Class
20 Counsel, Class Representative Enhancement Payment to Plaintiff, Settlement Administration
21 Costs to the Settlement Administrator, and the LWDA Payment to the Labor and Workforce
22 Development Agency (“LWDA”). Assuming that the amounts allocated under the Settlement
23 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
24 for distribution to Participating Class Members is currently estimated to be three hundred thirty-
25 seven thousand five hundred dollars and no cents (\$337,500.00). The Gross Settlement Amount
26 will be fully distributed in accordance with the terms of the Settlement and there is no reversion
27 to Defendant.

28 ///

1 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
2 Administrator”) to handle the notice and settlement administration process. The Parties
3 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
4 Settlement Administrator. Defendant will provide Simpluris a complete list of all Class Members
5 that Defendant will diligently and in good faith compile from its records, formatted in Microsoft
6 Excel, which list shall include: each Class Member’s full name; most recent mailing address and
7 telephone number; Social Security number; dates of employment; the respective number of
8 Workweeks that each Class Member worked during the Class Period; and any other relevant
9 information needed to calculate settlement payments (“Class List”), and Simpluris will calculate
10 each Participating Class Member’s estimated share of the Net Settlement Amount (“Individual
11 Settlement Payment”). Simpluris will also receive Requests for Exclusion, Notices of Objection,
12 and disputes regarding Workweeks; provide necessary reports and declarations; calculate,
13 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
14 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
15 including and not limited to, mailing Individual Settlement Payment checks to the Participating
16 Class Members; and perform any other usual and customary duties for administering a class action
17 settlement. Settlement Administration Costs are currently estimated not to exceed six thousand
18 dollars and no cents (\$6,000.00) and will be paid out of the Gross Settlement Amount, subject to
19 approval of the Court.

20 16. Based on investigation and information discovered, Class Counsel believes that
21 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
22 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
23 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
24 rest periods and to pay associated premium pay, failed to timely pay wages during employment
25 and upon termination of employment, failed to provide compliant wage statements, failed to
26 maintain requisite payroll records, failed to reimburse necessary business expenses, and thereby
27 engaged in unfair business practices and conduct giving rise to civil penalties recoverable under
28 the Private Attorneys General Act of 2004 (California Labor Code section 2698, et seq.). Plaintiff

1 also asserted that Class Members were expected to perform similar job duties and were subject to
2 the same or similar operations and employment policies, practices, and procedures. Additionally,
3 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
4 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
5 that the Class Members, were uniformly not paid all of the compensation that was owed to them
6 by Defendant since August 13, 2016. Thus, in Class Counsel's view, it is clear that the outcome
7 of this litigation would be determined by Defendant's uniform operations and employment
8 practices, policies, and procedures that Plaintiff alleges applied across its non-exempt hourly
9 employees in California during the Class Period.

10 17. Class Counsel is aware of the defenses and position of Defendant but believes that
11 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
12 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
13 delays inherent in such litigation, including those involved in class certification and/or
14 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
15 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
16 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
17 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
18 complex labor and employment matters.

19 18. Defendant, on the other hand, denied and continues to deny any liability and
20 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
21 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
22 than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
23 have also had the opportunity to interview witnesses and review documents and information
24 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
25 operations and employment policies, practices, and procedures. The Parties also reviewed and
26 analyzed a volume of documents and data, including but not limited to, a detailed sampling of
27 Class Members' time and pay information, to determine the potential value and strength of the
28 claims. The available information enabled Class Counsel to assess and value the potential claims

of the Class and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-eight percent (38%) of the Gross Settlement Amount (i.e., \$304,000.00) and expenses and costs in an amount not to exceed thirty thousand dollars and no cents (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to ten thousand dollars and no cents (\$10,000.00) to Plaintiff as a Class Representative Enhancement Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Additionally, Plaintiff prepared for and attended deposition over the course of two (2) separate days. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive a Class Representative Enhancement Payment, in addition to her Individual Settlement Payment, for her services on behalf of the Class.

21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff and the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks

1 associated with class certification, representative adjudication, trial, and/or appeals.

2 22. On April 19, 2022, the Parties filed a Joint Stipulation Granting Plaintiff Leave to
3 File First Amended Class Action Complaint for Damages & Enforcement Under the Private
4 Attorneys General Act, California Labor Code § 2698, Et Seq. ("Joint Stipulation"), requesting
5 the entry of an order from this Court granting Plaintiff leave to file the [Proposed] First Amended
6 Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act,
7 California Labor Code § 2698, Et Seq. ("First Amended Complaint") attached as "Exhibit A"
8 thereto. A true and correct copy of the same proposed First Amended Complaint is attached as
9 "EXHIBIT 2" hereto. The Parties and their counsel have approved the proposed First Amended
10 Complaint and respectfully request that the Court approve the Joint Stipulation and grant leave for
11 Plaintiff to file the First Amended Complaint to facilitate the Settlement.

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

14 Executed on this 19th day of April 2022, at Glendale, California.

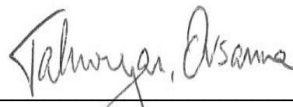
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Yesenia Rojas (“Plaintiff” or “Class Representative”), as an individual and on behalf of the Settlement Class as defined below, and Frank-Lin Distillers Products, Ltd. (“Defendant” or “Frank-Lin”) (collectively with Plaintiff, the “Parties”).

Plaintiff, on behalf of herself and the Settlement Class, and Frank-Lin agree as follows:

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means wage and hour class action lawsuit entitled *Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.*, Solano County Superior Court Case No. FCS055208.

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a judgment terminating the Action. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action.

3. “Class Counsel” means Edwin Aiwasian, Arby Aiwasian, and Joanna Ghosh of Lawyers for Justice, PC.

4. “Class List” means a complete list of all Class Members that Frank-Lin will diligently and in good faith compile from its records, formatted in Microsoft Office Excel, which list shall include: each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Class” means all current and former California non-exempt hourly employees who were employed by Frank-Lin at any time during the Class Period as defined below. Frank-

1 Lin represents that as of March 17, 2021, there are approximately 200 Class Members.

2 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
3 attached as **Exhibit A**.

4 7. “Class Period” means the period from August 13, 2016, through the earlier of: (i) September
5 22, 2021 (90 days from the June 24, 2021 mediation) or (ii) the date upon which the total number of
6 workweeks equals up to 22,267.3 workweeks.

7 8. “Class Representative Enhancement Payment” means the amount agreed by the Parties and
8 approved by the Court to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action.

9 9. “Court” means the Solano County Superior Court.

10 10. “Effective Date” means the later of: (i) the sixty-first (61st) calendar day after Final
11 Approval, provided no appeal has been initiated, whether by an absent Class Member who has timely
12 intervened or moved to vacate the judgment or by a Party or Class Counsel; or (ii) if such an appeal is timely
13 initiated, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for
14 review), resulting in final judicial approval of the Settlement.

15 11. “Final Approval” means the date on which the Court enters an order granting final approval
16 of the Settlement Agreement.

17 12. “Frank-Lin” means Frank-Lin Distillers Products, Ltd.

18 13. “Gross Settlement Amount” means the amount of Eight Hundred Thousand Dollars
19 (\$800,000), to be paid by Frank-Lin in full satisfaction of all Released Claims arising from the Action, which
20 includes all Individual Settlement Payments to Participating Class Members, Attorneys’ Fees and Costs to
21 Class Counsel, the Class Representative Enhancement Payment to Plaintiff, the LWDA Payment, and
22 Settlement Administration Costs to the Settlement Administrator.

23 14. “Individual Settlement Payment” means each Participating Class Member’s respective
24 share of the Net Settlement Amount.

25 15. “LWDA Payment” means seventy-five percent (75%) of the \$150,000 portion of the Gross
26 Settlement Amount allocated to resolution of Class Members’ claims arising under the Labor Code Private
27 Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”), which amounts to \$112,500
28 and which shall be paid to the California Labor and Workforce Development Agency (“LWDA”).

1 16. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining
2 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the LWDA
3 Payment, and Settlement Administration Costs, which shall be fully distributed to Participating Class
4 Members without any reversion to Frank-Lin.

5 17. “Notice of Objection” means a Class Member’s complete and timely written objection to
6 the Settlement Agreement. For the Notice of Objection to be complete and timely, it must: (i) contain the
7 objector’s full name, signature, address, and telephone number, (ii) contain a written statement of all grounds
8 for the objection accompanied by any legal support for such objection; (iii) attach copies of any papers,
9 briefs, or other documents upon which the objection is based; (iv) contain a statement whether the objector
10 intends to appear at the final approval hearing; and (v) be returned to the Settlement Administrator by mail
11 postmarked on or before the Response Deadline.

12 18. “PAGA Notice” means the July 7, 2021 letter Plaintiff submitted to LWDA for the
13 purpose of complying with Labor Code section 2699 *et seq.* (and any amendments thereto) notice
14 requirement.

15 19. “Parties” means Plaintiff and Frank-Lin collectively.

16 20. “Participating Class Member” means a Class Member who does not submit a timely and
17 valid Request for Exclusion (collectively, “Settlement Class” or “Participating Class Members”).

18 21. “Party” means Plaintiff or Frank-Lin.

19 22. “Plaintiff” means Plaintiff Yesenia Rojas.

20 23. “Preliminary Approval” means the date on which the Court enters an order granting
21 preliminary approval of the Settlement Agreement.

22 24. “Released Claims” means all claims, rights, demands, liabilities, and causes of action, that
23 were pled or could have been pled based on the allegations set forth in the Complaints and PAGA Notice,
24 arising during the Class Period, including claims for Frank-Lin’s alleged: (i) failure to pay overtime
25 in violation Labor Code sections 510 and 1198; (ii) failure to provide timely and duty-free meal
26 periods and/or pay meal period premiums under Labor Code sections 226.7 and 512; (iii) failure to
27 provide timely and duty-free rest breaks and/or pay rest break premiums under Labor Code section
28 226.7; (iv) failure to pay minimum wage in violation of Labor Code sections 1194, 1197, and

1 1197.1; (v) failure to pay all wages owed upon termination under Labor Code sections 201 and 202,
2 including waiting time penalties; (vi) failure to pay timely wages during employment under Labor
3 Code section 204; (vii) failure to provide accurate wage statements in violation of Labor Code
4 section 226; (viii) failure to keep requisite payroll records in violation of Labor Code section 1174;
5 (ix) failure to reimburse business expenses in violation of Labor Code sections 2800 and 2802; (x)
6 unfair practices under Business and Professions Code sections 17200 *et seq.*; and (xi) PAGA and
7 other civil penalties under Labor Code sections 2699, *et seq.* based on the underlying claims
8 released herein.

9 25. “Released Parties” means Frank-Lin, its parents, subsidiaries, affiliated entities, owners,
10 past or present officers, directors, employees, agents, principals, heirs, representatives, accountants, auditors,
11 consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,
12 affiliates, parents and attorneys, if any.

13 26. “Request for Exclusion” means a valid and timely letter submitted by a Class Member
14 indicating a request to be excluded from the Settlement. For the Request for Exclusion to be valid and
15 timely, it must: (i) set forth the name, address, telephone number, and last four digits of the Social Security
16 Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) clearly state
17 that the Class Member does not wish to be included in the Settlement; and (iv) returned to the Settlement
18 Administrator by mail postmarked on or before the Response Deadline.

19 27. “Response Deadline” means the deadline by which Class Members must postmark
20 Requests for Exclusion or Notices of Objection, which must be submitted to the Settlement Administrator.
21 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by
22 the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in
23 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

24 28. “Settlement Administration Costs” means the costs payable from the Gross Settlement
25 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
26 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
27 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
28 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,

1 any such costs in excess of the amount represented by the Settlement Administrator as being the maximum
2 costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated
3 not to exceed Six Thousand Dollars (\$6,000.00).

4 29. "Settlement Administrator" means Simpluris, Inc., or any other third-party class action
5 settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering
6 this Settlement. The Parties each represent that they do not have any financial interest in the Settlement
7 Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict
8 of interest.

9 **GENERAL SETTLEMENT TERMS**

10 30. Operative Complaint. Plaintiff commenced the Action by filing a Class Action Complaint
11 for Damages on August 13, 2020 (the "Original Complaint"). Plaintiff notified the LWDA of her PAGA
12 claim by submitting the PAGA Notice on July 7, 2021. Upon the expiration of the 65-day exhaustion period,
13 Plaintiff will file a First Amended Complaint adding the PAGA claim. Together, the Original Complaint
14 and the contemplated First Amended Complaint are referred to herein as the "Complaints".

15 31. Class Certification for Settlement Purposes. The Parties hereby stipulate to certification of
16 the Class defined in paragraph 5 above for purposes of the Settlement only, *i.e.*, the "Settlement Class". If,
17 for any reason, the Settlement is not approved, this stipulation to class certification will be void. The Parties
18 further agree that certification for purposes of the Settlement is not an admission that certification is proper
19 under the standards applied to contested certification motions and that this Settlement Agreement will not
20 be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or
21 (ii) Frank-Lin is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

22 32. Gross Settlement Amount. Frank-Lin shall pay the sum of Eight Hundred Thousand
23 Dollars (\$800,000) in full settlement of the claims released herein. The first \$500,000 shall be due within
24 thirty (30) calendar days after the Effective Date. The second and final installment of \$300,000 shall be due
25 within one hundred and eighty (180) calendar days after the first installment is paid (two hundred and ten
26 (210) calendar days after the Effective Date). There will be no reversion of the Gross Settlement Amount
27 to Frank-Lin. The Gross Settlement Amount has been agreed to by Plaintiff and Frank-Lin based on the
28 aggregation of the agreed-upon settlement value of claims. In no event will Frank-Lin be liable for more

1 than the Gross Settlement Amount, except that Frank-Lin will be separately responsible for any employer
2 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not
3 be paid from the Gross Settlement Amount and which shall be paid at the same time the first installment is
4 paid, *i.e.*, within 30 calendar days after the Effective Date. Payment of the Gross Settlement Amount
5 installments shall be through deposit into a Qualified Settlement Account to be established by the Settlement
6 Administrator. The first installment of the Gross Settlement Amount shall be used for: distribution of the
7 Net Settlement Amount through Individual Settlement Payments, the LWDA Payment; and the Class
8 Representative Enhancement Payment. The second installment and any funds remaining from the first
9 installment shall be used for Attorneys' Fees and Costs and Settlement Administration Costs.

10 33. Attorneys' Fees and Costs. Frank-Lin agrees not to oppose or impede any application or
11 motion by Class Counsel for Attorneys' Fees and Costs of not more than Thirty Eight Percent (38%) of the
12 Gross Settlement Amount, or Three Hundred and Four Thousand Dollars (\$304,000) as attorneys' fees and
13 the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
14 settlement of the Action (including expert fees, investigations expenses, photocopying, etc.) in an amount
15 not to exceed Thirty Thousand Dollars (\$30,000.00). The amount of Attorneys' Fees and Costs shall be
16 subject to Court approval and shall be paid from the Gross Settlement Amount.

17 34. Class Representative Enhancement Payment. In recognition of her effort and work in
18 prosecuting the Action, Frank-Lin agrees not to oppose or impede any application or motion for a Class
19 Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000), to Plaintiff. The amount
20 of the Class Representative Enhancement Payment shall be subject to Court approval, will be paid from the
21 Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant
22 to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
23 Class Representative Enhancement Payment.

24 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
25 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
26 Amount, currently estimated to be Six Thousand Dollars (\$6,000.00). These costs, which will be paid from
27 the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
28 Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing

the Gross Settlement Amount, and providing necessary reports and declarations.

36. PAGA Allocation and LWDA Payment. Subject to Court approval, the Parties agree to allocate the amount of One Hundred and Fifty Thousand Dollars (\$150,000) from the Gross Settlement Amount as civil penalties recovered pursuant to the Private Attorneys General Act (“PAGA Allocation”), of which seventy-five percent (75%), or \$112,500, shall be the LWDA Payment paid to the LWDA, and twenty-five percent (25%), or \$37,500 will become part of the Net Settlement Amount.

37. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by Frank-Lin.

38. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Class Member worked during the Class Period (“Workweeks”). Specific calculations of Individual Settlement Payments will be made as follows:

38(a) Frank-Lin will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.

38(b) To determine each Class Member’s estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value.

38(c) The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings and deductions with respect to the wages portion of the Settlement.

38(d) The entire Net Settlement Amount will be disbursed to all Class Members who

do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall recalculate the Workweek Value excluding the Workweeks of those who have excluded themselves and proportionately increase the Individual Settlement Payment for each Participating Class Member accordingly, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

39. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, master retirement plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

40. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Frank-Lin does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Frank-Lin of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Frank-Lin or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

TAX MATTERS

41. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages and subject to legally required employee tax withholdings, for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will be allocated as non-wage damages, penalties, and interest and not subject to deductions or withholdings, for which IRS Forms 1099-MISC will be issued.

42. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

43. No Tax Advice. Parties and their counsel make no representations as to the tax treatment or legal effect of any payments called for by this Settlement. Class Counsel, Plaintiff, and Participating Class Members are not relying on any statement, representation, or calculation by any of the Parties or their counsel or by the Settlement Administrator in this regard.

44. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

1 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
2 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
3 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
4 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
5 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
6 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
7 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
8 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
9 BY THIS AGREEMENT.

10 45. Tax Liability. Any tax obligation arising from any payment provided under this Settlement
11 will be the sole responsibility of each person or entity receiving such payment(s). Specifically, taxes on the
12 Class Representative Enhancement Payment shall be solely the responsibility of the Plaintiff; taxes on
13 awards to Class Counsel for fees and costs shall be solely Class Counsel's responsibility; and each
14 Participating Class Member is responsible to pay his or her portion of the taxes due upon any Individual
15 Settlement Payment he or she receives under this Settlement Agreement.

16 46. Taxes Sole Responsibility of Participating Class Members. Should any taxing authority or
17 agency determine that any Participating Class Member owes additional personal income taxes and/or
18 employee contributions on any portion of his or her Individual Settlement Payment based on a challenge to
19 the allocation of wage and non-wage portions set forth in paragraph 41, such Participating Class Member
20 shall be solely responsible for the payment of his or her personal income taxes and/or employee
21 contributions.

22 **CLASS NOTICE AND RESPONSE PROCEDURES**

23 47. Administration Process. The Parties agree to cooperate in the administration of the
24 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
25 administration of the Settlement.

26 48. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
27 Frank-Lin will provide the Class List to the Settlement Administrator.
28

49. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Frank-Lin, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a skip-trace search for information to update and correct for any known or identifiable address changes. Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion, Notice of Objection, and/or a Workweeks dispute.

51. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Class definition; (iv) the total number of Workweeks each respective Class Member worked for Frank-Lin during the Class Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion, Notices of Objection, and Workweeks disputes; (viii) the deadlines by which the Class Member must postmark Request for Exclusions, Notices of Objection, and Workweeks disputes; and (ix) the claims to be released.

52. Procedure to Dispute Workweeks. Class Members will have an opportunity to dispute the Workweeks credited to them which will be stated in their Class Notices. To the extent Class Members dispute the number of Workweeks on record, Class Members may provide documentation to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will decide the dispute. Frank-Lin's records will be presumed correct, but the Settlement Administrator will evaluate the documentation submitted by the Class Member and will make the final decision as to the merits of the

1 dispute. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
2 Administrator that: (i) contains the disputing Class Member's full name, signature, address, and telephone
3 number; (ii) clearly states that the Class Member disputes the number of Workweeks credited to him or her
4 and what he or she contends is the correct number to be credited to him or her; (iii) includes information
5 and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should
6 be credited to him or her are correct; and (iv) is returned to the Settlement Administrator by mail postmarked
7 on or before the Response Deadline. All disputes will be decided within ten (10) business days of the
8 Response Deadline.

9 53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
10 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
11 Administrator on or before the Response Deadline. In the case of Requests for Exclusion that are mailed to
12 the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
13 for Exclusion has been timely submitted. If a Class Member's Request for Exclusion is postmarked on or
14 before the Responsive Deadline but is defective as to the requirements listed herein, that Class Member will
15 be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a
16 cure letter within three (3) business days of receiving the defective submission to advise the Class Member
17 that his or her submission is defective and that the defect must be cured to render the Request for Exclusion
18 valid. The Class Member will have until (i) the Response Deadline or (ii) fifteen (15) calendar days from
19 the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the
20 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

21 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
22 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
23 for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as
24 any judgment that may be entered by the Court if it grants final approval to the Settlement.

25 55. No Solicitation of Objections. To object to the Settlement Agreement, a Class Member
26 must postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
27 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
28 required by this Settlement Agreement. The postmark will be deemed the exclusive means for determining

1 that the Notice of Objection is timely. Class Members who fail to object in the manner specified above will
2 be deemed to have waived all objections to the Settlement and will be foreclosed from making any
3 objections, whether by appeal or otherwise, to the Settlement Agreement. Class Members who postmark
4 timely Notices of Objection will have a right to appear at the Final Approval Hearing in order to have their
5 objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
6 encourage Class Members to submit Notice of Objection or appeal from any order or judgment entered by
7 the Court in furtherance of this Settlement Agreement. Class Counsel will not represent any Class Members
8 with respect to any such objections to this Settlement.

9 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
10 Settlement Administrator will provide Frank-Lin's counsel and Class Counsel a weekly report that certifies
11 the number of Class Members who have submitted Requests for Exclusion, Notices of Objection, and
12 whether any Class Member has submitted a Workweek dispute. Additionally, the Settlement Administrator
13 will provide to counsel for both Parties any updated reports regarding the administration of the Settlement
14 Agreement as needed or requested.

15 PAYMENTS TO CLASS

16 57. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar days
17 of receipt of the first installment of the Gross Settlement Amount, the Settlement Administrator will issue
18 Individual Settlement Payments to Participating Class Members, the LWDA Payment to the Labor and
19 Workforce Development Agency, and the Class Representative Enhancement Payment to Plaintiff. Within
20 twenty (20) calendar days of receipt of the second installment of the Gross Settlement Amount, the
21 Settlement Administrator will issue the Attorneys' Fees and Costs payment to Class Counsel and the
22 Settlement Administration Costs payment to itself.

23 58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
24 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
25 than one hundred and eighty (180) calendar days after issuance shall be cancelled and all funds associated
26 with such cancelled checks will be transmitted, pursuant to California Code of Civil Procedure Section 384,
27 to Child Haven, Inc. The Parties each represent that they do not have any affiliation or involvement with
28 the proposed *cy pres* recipient.

1 59. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to the
3 Court and counsel for all Parties.

4 60. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
5 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
7 herein released and discharged.

8 61. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
9 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason,
10 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
11 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
12 treated as void from the beginning.

13 **SETTLEMENT APPROVAL PROCESS**

14 62. Instituting Formal Action. Plaintiff shall take all necessary steps to obtaining court approval
15 of the Settlement, including but not limited to filing a First Amended Complaint in Solano County Superior
16 Court and providing notice of the PAGA claim to the LWDA.

17 63. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
18 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:
19 (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of
20 the proposed Settlement Agreement, (iii) setting a date for a final approval hearing. The Preliminary
21 Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In
22 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which
23 sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement,
24 attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain
25 preliminary approval and shall provide a draft of the preliminary approval motion to Frank-Lin's counsel
26 for their input at least five (5) business days prior to filing with the Court.

27 64. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
28 Response Deadline (and any extensions thereof), and with the Court's permission, a final approval hearing

will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the LWDA Payment; (v) all Settlement Administration Costs. The final approval hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval and shall provide a draft of the final approval motion to Frank-Lin's counsel for their input at least five (5) business days prior to filing with the court. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing; Class Counsel may file a single motion (if desired) seeking final approval of the Settlement Agreement and attorneys' fees and costs.

65. Judgment and Continued Jurisdiction. In conjunction with final approval of the Settlement by the Court, the Parties will present a proposed judgment to the Court for its approval. After entry of the judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

RELEASES UPON EFFECTIVE DATE

66. Releases by Participating Class Members. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall be deemed to have fully and forever released and discharged all of the Released Parties, or any of them, from each of the Released Claims arising during the Class Period.

MISCELLANEOUS PROVISIONS

67. Confidentiality. Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by Frank-Lin's name or locations through a press release, posting on counsels' website, in social media or by any other public means, other than court filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement with her spouse, attorneys or tax advisor; (ii) Plaintiff from discussing the settlement with other putative class members after the Settlement has been preliminarily approved by the Court; or (iii) Plaintiff's counsel from communicating with putative class members in this case or with the Court in which the Action is pending or submitting the

1 Settlement Agreement to the LWDA as required by statute.

2 68. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
3 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
4 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
5 either party may appeal any court order that materially alters the Settlement Agreement's terms.

6 69. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
7 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
8 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

9 70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
10 entirety of the Parties' settlement terms as to the Released Claims. No other prior or contemporaneous
11 written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
12 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
13 that a written agreement is to be construed according to its terms and may not be varied or contradicted by
14 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
15 modify, vary or contradict the terms of this Settlement Agreement.

16 71. Amendment or Modification. After Preliminary Approval of Settlement, no amendment,
17 change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by
18 the Parties or their counsel, subject to Court approval.

19 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
22 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
23 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
24 use their best efforts to effectuate implementation of the Settlement. If the Parties are unable to reach
25 agreement on the form or content of any document needed to implement the Settlement, or on any
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
27 may seek the assistance of the Mediator or the Court to resolve such disagreement.
28

1 73. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
2 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 74. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
4 be governed by and interpreted according to the laws of the State of California.

5 75. Execution and Counterparts. This Settlement Agreement is subject only to the execution
6 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
7 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies
8 of the signature page, will be deemed to be one and the same instrument.

9 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
11 Settlement after arm's-length negotiations and in the context of adversarial threatened litigation, taking into
12 account all relevant factors, present and potential. The Parties further acknowledge that they are each
13 represented by competent counsel and that they have had an opportunity to consult with their counsel
14 regarding the fairness and reasonableness of this Settlement.

15 77. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
16 invalid, the Parties direct the Court to first attempt to construe the provision as valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
18 valid and enforceable.

19 78. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
20 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
21 a further waiver by such party of the same or any other condition, covenant, right or remedy.

22 79. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
23 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
24 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
25 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
26 fees incurred in connection with any enforcement actions.

27 80. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed

more strictly against one party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

81. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

82. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

83. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

84. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and Participating Class Members, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation or settlement related confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

Dated: 02/04/2022, 2022

Electronically Signed 2022-02-05 06:53:35 UTC - 76.103.84.174
Yesenia Rojas
Nitex AssureSign® ca53c572-298e-4298-b969-ae320143ad40

Plaintiff Yesenia Rojas

Dated: _____, 2022

Frank-Lin Distiller Products, Ltd.

By: _____

Its: _____

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2 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
3 Parties have contributed to the preparation of this Settlement Agreement.

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11 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
12 Agreement.

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14 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
15 enforceable and binding on all Parties and Participating Class Members, and agree that it will be admissible
16 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation or settlement
17 related confidentiality provisions that otherwise might apply under federal or state law.

18 **READ CAREFULLY BEFORE SIGNING**

19
20
21 Dated: _____, 2022

Plaintiff Yesenia Rojas

22
23
24 Dated: 2/21, 2022

Frank-Lin Distiller Products, Ltd.

25 By: [Signature]

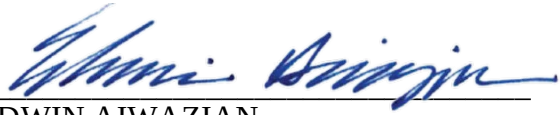
26 Its: [Signature]

1 Approved as to form and content:

2
3 Dated: February 7, 2022

LAWYERS *for* JUSTICE, PC

4
5 By:


EDWIN AIWAZIAN
Attorneys for Plaintiff Yesenia Rojas

6
7
8 Dated: _____, 2022

HIRSCHFELD KRAEMER, LLP

9
10 By:

JOHN F. BAUM
FELICIA R. REID
MICHELLE C. FREEMAN
Attorneys for Frank-Lin Distillers Products, Ltd.

1 Approved as to form and content:

2
3 Dated: _____, 2022

LAWYERS *for* JUSTICE, PC

4
5 By: _____
6 EDWIN AIWAZIAN
7 Attorneys for Plaintiff Yesenia Rojas

8 Dated: February 7, 2022

HIRSCHFELD KRAEMER, LLP

9
10 By:  _____
11 JOHN F. BAUM
12 FELICIA R. REID
13 MICHELLE C. FREEMAN
14 Attorneys for Frank-Lin Distillers Products, Ltd.

EXHIBIT A

[CLASS MEMBER NAME and ADDRESS]

[CLASS MEMBER NAME], PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

*This is **not** a solicitation from a lawyer. A court authorized this notice.*

NOTICE OF CLASS ACTION SETTLEMENT

Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.

Superior Court of The State Of California, County of Solano, Case No. FCS055208

If you are or were employed by Frank-Lin Distillers Products, Ltd. (“Defendant”) in California as a non-exempt, hourly employee at any time during the period from August 13, 2016 through [INSERT DATE] (“Class Period”), you may be entitled to money under a proposed class action Settlement, the proposed Settlement may affect your rights.

You are **not** being sued. A court authorized this notice. This is **not** a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

1. Why did I get this notice?

A class and representative action settlement has been reached between Plaintiff Yesenia Rojas (“Plaintiff”) and Defendant Frank-Lin Distillers Products, Ltd. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.*, Solano County Superior Court, Case No. FCS055208 (“Action”), which may affect your legal rights.

On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the settlement of the class Action brought on behalf of all individuals who were employed by Defendant in California as non-exempt hourly employees during the Class Period (“Class Member(s)”).

You are receiving this Notice because Defendant’s records show that you are a Class Member.

2. What is this lawsuit about?

On August 13, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Action. On [INSERT DATE], Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement of the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, 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 seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all these allegations and contends that it has fully complied with California law at all relevant times.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff’s allegations or Defendant’s defenses.

4. Why did this case settle?

The Parties in the Action disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff believes her claims and that of the Class have merit, Plaintiff recognizes that litigating is a risky proposition, and that she may not prevail on all or some of her claims. Likewise, while Defendant is confident that it has strong defenses to Plaintiff’s claims, it recognizes the risks, distractions, and costs involved with litigation. The Parties attended a full-day face-to-face private mediation (a type of settlement conference) and, recognizing the risks and costs inherent in litigation, reached a proposed settlement of the claims asserted in the lawsuit and have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

The proposed Settlement is the result of good faith, arm’s-length negotiations between the Parties, through their respective attorneys. The Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.

5. What are the terms of the proposed Settlement?

The total gross settlement amount is Eight Hundred Thousand Dollars (\$800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of up to thirty eight percent (38%) of the Gross Settlement Amount (i.e., \$304,000.00) and reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Class Representative Enhancement Payment in an amount up to Ten Thousand Dollars (\$10,000.00) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,5000.00) for its 75% portion of the PAGA Allocation; and (4) Settlement Administration Costs in an amount estimated not to exceed Six Thousand Dollars (\$6,000.00) to the Settlement Administrator. Note: A total of One Hundred Fifty Thousand Dollars (\$150,000.00) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% (i.e., \$112,500.00) and the remaining 25% (i.e., \$37,500.00) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

After these deductions, a Net Settlement Amount of approximately \$337,500.00 will be available for

distribution to the Class Members receiving this notice. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Class Member worked during the Class Period (“Workweeks”). To determine each Class Member’s estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value.

All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages and subject to legally required employee tax withholdings, for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will be allocated as non-wage damages, penalties, and interest and not subject to deductions or withholdings, for which IRS Forms 1099-MISC will be issued.

The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Yesenia Rojas as representative of the Class (“Class Representative”), and Plaintiff’s attorneys as counsel for the Class (“Class Counsel”).

- **Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty-eight percent (38%) of the Gross Settlement Amount (i.e., an amount of up to \$304,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- **Class Representative Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Class Representative Enhancement Payment”), in recognition of her services in connection with the Action. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

- **Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

6. How many Workweeks have I worked during the Covered Period based on Defendant’s records?

According to Defendant’s records, you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of a written letter you send to the Settlement Administrator. The Settlement Administrator will decide the dispute. The written letter must: (i) contain your full name, signature, address, and telephone number; (ii) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (iii) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (iv) be returned to the Settlement Administrator by mail postmarked **on or before [RESPONSE DEADLINE]**.

7. How much is my estimated Individual Settlement Payment?

As explained in Section 5 above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to required deductions for the employee's personal incomes taxes and withholdings from the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take a number of months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

8. What are my rights and options as a Class Member?

PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	<u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice.
ASK TO BE EXCLUDED (OPT OUT)	If you timely and validly request in writing to be excluded from the proposed Settlement, you <u>WILL NOT</u> receive a share of the Settlement proceeds (except for your share of the PAGA Payment, if applicable), but you will keep any rights you may have to sue Defendant separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by [RESPONSE DEADLINE] .
OBJECT	You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendant. Your written notice of intent to object must be

	postmarked by [RESPONSE DEADLINE].
DISPUTE YOUR CREDITED WORKWEEKS AND INDIVIDUAL SETTLEMENT PAYMENT	You may dispute Defendant's records of the number of Workweeks you worked during the Class Period by submitting information to the Settlement Administrator, no later than [RESPONSE DEADLINE]. The Settlement Administrator shall make the final decision based on the information presented by you and Defendant.

9. What do I have to do to receive a share of the proposed Settlement?

Nothing. If you wish to receive a payment under the terms of the proposed Settlement, you do **not** have to do anything. However, it is important that if your address has changed, you give your current mailing address to the Settlement Administrator in order to ensure you receive your Individual Settlement Payment if the proposed Settlement is finally approved. You will be covered by the release summarized in Section 11, below.

Should you choose to participate in the Settlement, your settlement check must be cashed within 180 days from the date of the check. Checks remaining un-cashed for more than 180 days after issuance shall be cancelled and all funds associated with such cancelled checks will be transmitted, pursuant to California Code of Civil Procedure Section 384, to Child Haven, Inc. The Parties each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

10. What rights am I giving up?

As part of the Settlement, upon final judicial approval of the Settlement, you are giving up your individual right to file a lawsuit on the Released Claims in this case. Specifically, except as to such rights or claims as may be created by the Settlement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall be deemed to have fully and forever released and discharged all of the Released Parties, or any of them, from each of the Released Claims arising during the Class Period.

"Released Claims" means all claims, rights, demands, liabilities, and causes of action, that were pled or could have been pled based on the allegations set forth in the Complaints and PAGA Notice, arising during the Class Period, including claims for Frank-Lin's alleged: (i) failure to pay overtime in violation Labor Code sections 510 and 1198; (ii) failure to provide timely and duty-free meal periods and/or pay meal period premiums under Labor Code sections 226.7 and 512; (iii) failure to provide timely and duty-free rest breaks and/or pay rest break premiums under Labor Code section 226.7; (iv) failure to pay minimum wage in violation of Labor Code sections 1194, 1197, and 1197.1; (v) failure to pay all wages owed upon termination under Labor Code sections 201 and 202, including waiting time penalties; (vi) failure to pay timely wages during employment under Labor Code section 204; (vii) failure to provide accurate wage statements in violation of Labor Code section 226; (viii) failure to keep requisite payroll records in violation of Labor Code section 1174; (ix) failure to reimburse business expenses in violation of Labor Code sections 2800 and 2802; (x) unfair practices under Business and Professions Code

sections 17200 et seq.; and (xi) PAGA and other civil penalties under Labor Code sections 2699, et seq. based on the underlying claims released herein.

“Released Parties” means Frank-Lin, its parents, subsidiaries, affiliated entities, owners, past or present officers, directors, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

11. What if I do not wish to be part of the proposed Settlement?

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself (“opt out”) by completing, signing and mailing a Request for Exclusion letter by [RESPONSE DEADLINE] to the Settlement Administrator at the following address:

Simpluris, Inc.
[Mailing Address]

To be valid and timely, any Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) clearly state that the Class Member does not wish to be included in the Settlement; and (iv) returned to the Settlement Administrator by mail postmarked on or before [RESPONSE DEADLINE].

If your Request for Exclusion is postmarked after [RESPONSE DEADLINE], it will be rejected, and you will be a Class Member and be bound by the Settlement terms.

Anyone who submits a valid and timely Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of the proposed Settlement, except for his or her portion of the PAGA Payment, if applicable. Such persons will keep any rights to sue Defendant separately about the claims made in the Action.

12. What if I have an objection?

Any objection to the proposed Settlement ***must be in writing and mailed*** to the Settlement Administrator (identified above) by [RESPONSE DEADLINE] (“Notice of Objection”).

To be valid and timely, any Notice of Objection must: (i) contain the objector’s full name, signature, address, and telephone number, (ii) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) attach copies of any papers, briefs, or other documents upon which the objection is based; (iv) contain a statement whether the objector intends to appear at the final approval hearing; and (v) be returned to the Settlement Administrator by mail postmarked on or before [RESPONSE DEADLINE]. Class Members need not include legal arguments for their written objections to be considered. Class Members may speak at the Final Approval Hearing whether or not they have complied with the above written objection procedures.

Class Members may appear remotely at the Final Approval Hearing to discuss their objections with the Court. Information can be found at:

<https://solano.courts.ca.gov/divisions/civil/general-information/>

13. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, including to make any objections to the proposed Settlement, you are free to hire one at your own expense. The below are Class Counsel and Defendant's Counsel in this case:

<u>Class Counsel:</u> Edwin Aiwarzian Arby Aiwarzian Joanna Ghosh Lawyers for Justice, PC edwin@calljustice.com arby@calljustice.com joanna@calljustice.com 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Phone: (818) 265-1020 Fax: (818) 265-1021	<u>Defendant's Counsel:</u> Felicia Reid Michelle Freeman Hirschfeld Kraemer LLP freid@hkemploymentlaw.com mfreeman@hkemploymentlaw.com 456 Montgomery Street, Suite 220 San Francisco, CA 94104 Phone (415) 835-9006 Fax: (818) 981-4764
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14. What happens next in the case?

The proposed Settlement has only been preliminarily approved. The Court will hold a Final Approval Hearing in department 12 of the Solano County Superior Court, 580 Texas Street, Fairfield, CA 94533 on [FINAL HEARING DATE] at [FINAL HEARING TIME] Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and grant Class Counsel's request for Attorneys' Fees and Costs, the Settlement Administration Costs to the Settlement Administrator, and the proposed Class Representative Enhancement Payment to Plaintiff.

The 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 appear remotely if you wish to. Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:

<https://solano.courts.ca.gov/>

15. How can I receive more information?

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Solano County Superior Court, 580 Texas Street, Fairfield, CA 94533. You must make an appointment to view documents at the Office of the Clerk.

Additional information is also available through the Court's online system at http://courtconnect.solano.courts.ca.gov/cconnect/public/ck_public_qry_doct.cp_dktrpt_setup_idx. For further information, you may also call or email Class Counsel (listed above) or the Settlement Administrator (listed above).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE PROPOSED SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

YESENIA ROJAS, 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;

Plaintiff,

vs.

FRANK-LIN DISTILLERS PRODUCTS,
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: FCS055208

**[PROPOSED] FIRST 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)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff YESENIA ROJAS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought 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. This Court 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. This Court 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 this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Solano. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Solano. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Solano.

PARTIES

5. Plaintiff YESENIA ROJAS is an individual residing in the State of California, County of Solano.

6. Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Solano.

7. At all relevant times, Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants FRANK-LIN DISTILLERS PRODUCTS, LTD., and DOES 1 through 100, 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 100, 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 FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100 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 brings this action on her 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:

CLASS. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from August 13, 2016 to final judgment and who reside in California.

SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment who earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages and who reside in California.

14. Plaintiff reserves the right to establish additional 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

1 unknown to Plaintiff at this time; however, the class is estimated to be
2 greater than fifty (50) individuals and the identity of such membership is
3 readily ascertainable by inspection of Defendants' employment records.

4 b. Typicality: Plaintiff's claims are typical of all other class members' as
5 demonstrated herein. Plaintiff will fairly and adequately protect the
6 interests of the other class members with whom she has a well-defined
7 community of interest.

8 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
9 each class member, with whom she has a well-defined community of
10 interest and typicality of claims, as demonstrated herein. Plaintiff has no
11 interest that is antagonistic to the other class members. Plaintiff's
12 attorneys, the proposed class counsel, are versed in the rules governing
13 class action discovery, certification, and settlement. Plaintiff has
14 incurred, and during the pendency of this action will continue to incur,
15 costs and attorneys' fees, that have been, are, and will be necessarily
16 expended for the prosecution of this action for the substantial benefit of
17 each class member.

18 d. Superiority: A class action is superior to other available methods for the
19 fair and efficient adjudication of this litigation because individual joinder
20 of all class members is impractical.

21 e. Public Policy Considerations: Certification of this lawsuit as a class
22 action will advance public policy objectives. Employers of this great
23 state violate employment and labor laws every day. Current employees
24 are often afraid to assert their rights out of fear of direct or indirect
25 retaliation. However, class actions provide the class members who are
26 not named in the complaint anonymity that allows for the vindication of
27 their rights.
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1 16. There are common questions of law and fact as to the class members that
2 predominate over questions affecting only individual members. The following common
3 questions of law or fact, among others, exist as to the members of the class:

- 4 a. Whether Defendants' failure to pay wages, without abatement or
5 reduction, in accordance with the California Labor Code, was willful;
- 6 b. Whether Defendants' had a corporate policy and practice of failing to
7 pay their hourly-paid or non-exempt employees within the State of
8 California for all hours worked and missed (short, late, interrupted,
9 and/or missed altogether) meal periods and rest breaks in violation of
10 California law;
- 11 c. Whether Defendants required Plaintiff and the other class members to
12 work over eight (8) hours per day, and over forty (40) hours per week,
13 and/or over six (6) days per workweek and failed to pay the legally
14 required overtime compensation to Plaintiff and the other class members;
- 15 d. Whether Defendants failed to use all non-discretionary compensation,
16 e.g., earned commissions, non-discretionary bonuses, non-discretionary
17 monetary and non-monetary incentives, non-discretionary production
18 and/or performance pay, and/or shift differentials to calculate the regular
19 rate of pay used to calculate the overtime rate for the payment of
20 overtime wages where Plaintiff and the other class members earned
21 commissions, non-discretionary bonuses, non-discretionary monetary
22 and non-monetary incentives, non-discretionary production and/or
23 performance pay, and/or shift differentials and overtime wages in the
24 same workweek;
- 25 e. Whether Defendants deprived Plaintiff and the other class members of
26 meal and/or rest periods or required Plaintiff and the other class
27 members to work during meal and/or rest periods without compensation;
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- 1 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
2 other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
4 class members within the required time upon their discharge or
5 resignation;
- 6 h. Whether Defendants failed to timely pay all wages due to Plaintiff and
7 the other class members during their employment;
- 8 i. Whether Defendants complied with wage reporting as required by the
9 California Labor Code; including, *inter alia*, section 226;
- 10 j. Whether Defendants kept complete and accurate payroll records as
11 required by the California Labor Code, including, *inter alia*, section
12 1174(d);
- 13 k. Whether Defendants failed to reimburse Plaintiff and the other class
14 members for necessary business-related expenses and costs;
- 15 l. Whether Defendants' conduct was willful or reckless;
- 16 m. Whether Defendants engaged in unfair business practices in violation of
17 California Business & Professions Code section 17200, et seq.;
- 18 n. The appropriate amount of damages, restitution, and/or monetary
19 penalties resulting from Defendants' violation of California law; and
- 20 o. Whether Plaintiff and the other class members are entitled to
21 compensatory damages pursuant to the California Labor Code.

22 **PAGA ALLEGATIONS**

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

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

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

7 20. Plaintiff was employed by Defendants and the alleged violations were
8 committed against her during her time of employment and she is, therefore, an aggrieved
9 employee. Plaintiff and the other employees are “aggrieved employees” as defined by
10 California Labor Code section 2699(c) in that they are current or former employees of
11 Defendants, and one or more of the alleged violations were committed against them.

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

15 a. The aggrieved employee shall give written notice by certified mail
16 (hereinafter “Employee's Notice”) to the LWDA and the employer of the
17 specific provisions of the California Labor Code alleged to have been
18 violated, including the facts and theories to support the alleged
19 violations.

20 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
21 employer and the aggrieved employee by certified mail that it does not
22 intend to investigate the alleged violation within sixty (60) calendar days
23 of the postmark date of the Employee’s Notice. Upon receipt of the
24 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
25 (65) calendar days of the postmark date of the Employee’s Notice, the
26 aggrieved employee may commence a civil action pursuant to California
27 Labor Code section 2699 to recover civil penalties in addition to any
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other penalties to which the employee may be entitled.

22. On July 7, 2021, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant FRANK-LIN DISTILLERS PRODUCTS, LTD. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff's Notice.

23. 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 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, have been satisfied.

GENERAL ALLEGATIONS

24. 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 Solano.

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately October 2013 to approximately October 2018, in the State of California, County of Solano.

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

27. 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' employment, and to supervise their daily employment activities.

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

29. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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

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

32. 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 regular and/or overtime wages earned and for missed, shortened, late, and/or interrupted meal periods and rest breaks in violation of California law.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials 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 commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials and overtime wages in the same workweek.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders

1 and thus they are entitled to any and all applicable penalties.

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

9 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
12 member's regular rate of pay when a meal period was missed, shortened, late, and/or
13 interrupted and they did not receive all meal periods or payment of one additional hour of pay
14 at Plaintiff's and the other class member's regular rate of pay when a meal period was missed,
15 shortened, late, and/or interrupted.

16 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed to provide, authorize, and permit Plaintiff and other class members to take full,
18 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6)
19 hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten
20 (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
21 breaks in the middle of each work period.

22 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
25 member's regular rate of pay when a rest period was missed, shortened, late, and/or interrupted
26 and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's
27 and the other class members' regular rate of pay when a rest period was missed, shortened,
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1 late, and/or interrupted.

2 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 at least minimum wages for compensation and that they were not receiving at least minimum
5 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
6 Defendants' effective payment of zero dollars per hour for time Plaintiff and the other class
7 members worked off the clock performing work duties as alleged herein.

8 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 all wages owed to them upon discharge or resignation, including overtime and minimum wages
11 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
12 them at the time of their discharge or resignation. As previously alleged these unpaid wages
13 included but were not limited to unpaid overtime and minimum wages for time worked before
14 clocking-in, after clocking-out or performed during meal breaks, as well as unpaid premium
15 wages for missed, short, late or interrupted meal or rest breaks.

16 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff and the other class members were entitled to receive
18 all wages owed to them during their employment. Plaintiff and the other class members did
19 not receive payment of all wages, including overtime and minimum wages and meal and rest
20 period premiums, within any time permissible under California Labor Code section 204.

21 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and the other class members were entitled to receive
23 complete and accurate wage statements in accordance with California law, but, in fact, they did
24 not receive complete and accurate wage statements from Defendants. The deficiencies
25 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
26 other class members and the accurate total amount of wages earned by Plaintiff and the other
27 class members as alleged herein. This injured Plaintiff and other class members by depriving
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1 them of records reflecting the actual wages they were owed.

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

7 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

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

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

21 48. During the relevant time period, Defendants failed to use earned commissions,
22 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
23 discretionary production and/or performance pay, and/or shift differentials to calculate the
24 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
25 Plaintiff and the other class members earned commissions, non-discretionary bonuses, non-
26 discretionary monetary and non-monetary incentives, non-discretionary production and/or
27 performance pay, and/or shift differentials and overtime wages in the same workweek.
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49. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

50. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

51. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

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

53. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

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

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

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

57. 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 FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

58. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

1 59. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

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

12 61. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and the other class members overtime compensation at a rate of two
14 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

21 63. During the relevant time period, Plaintiff and the other class members worked in
22 excess of eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in
23 a workweek.

24 64. During the relevant time period, Defendants intentionally and willfully failed to
25 pay overtime wages owed to Plaintiff and the other class members. Plaintiffs and the other
26 class members did not receive overtime compensation at one and one-half times their regular
27 hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a
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1 day, or forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of
2 work.

3 65. Defendants' failure to pay Plaintiff and the other class members the unpaid
4 balance of overtime compensation, as required by California laws, violates the provisions of
5 California Labor Code sections 510 and 1198, and is therefore unlawful.

6 66. Pursuant to California Labor Code section 1194, Plaintiff and the other class
7 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
8 attorneys' fees.

9 **SECOND CAUSE OF ACTION**

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

11 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

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

15 68. At all relevant times, the IWC Order and California Labor Code sections 226.7
16 and 512(a) were applicable to Plaintiff's and the other class members' employment by
17 Defendants.

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

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

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

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

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

17 74. During the relevant time period Plaintiff and the other class members' meal
18 periods were missed, shortened, taken late, and/or were interrupted because Defendant required
19 them to perform work duties including but not limited to receiving work instruction and
20 answering work related questions from supervisors and managers. .

21 75. As a result, Defendant failed to relieve Plaintiff and the other class members of
22 all duties, failed to relinquish control over Plaintiff and the other class members' activities,
23 failed to permit Plaintiff and the other class members a reasonable opportunity to take, and
24 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
25 later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to
26 take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work
27 for shifts lasting more than ten (10) hours.
28

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

5 77. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members the full meal period premium due pursuant to California Labor Code section
7 226.7.

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

10 79. Pursuant to applicable IWC Wage Order and California Labor Code section
11 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
12 additional hour of pay at the employee's regular rate of compensation for each work day that
13 the meal or rest period is not provided.

14 **THIRD CAUSE OF ACTION**

15 **(Violation of California Labor Code § 226.7)**

16 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

17 80. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 79, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

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

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

5 84. During the relevant time period, Defendants required Plaintiff and other class
6 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
7 rest period per each four (4) hour period worked.

8 85. During the relevant time period, Defendants willfully required Plaintiff and the
9 other class members to remain on premises during rest periods and/or to work during rest
10 periods, and failed to pay Plaintiff and the other class members the full rest period premium for
11 work performed during rest periods.

12 86. As a result, Defendant failed to provide, authorize, and/or permit Plaintiff and
13 other class members to take full, uninterrupted, off-duty rest periods for every shift lasting three
14 and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every
15 shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for
16 every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to
17 authorize, permit, and provide such rest breaks in the middle of each work period.

18 87. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members the full rest period premium due pursuant to California Labor Code section
20 226.7

21 88. Defendants’ conduct violates applicable IWC Wage Orders and California
22 Labor Code section 226.7.

23 89. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
25 additional hour of pay at the employees’ regular hourly rate of compensation for each work
26 day that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

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

3 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

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

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

10 92. During the relevant time period, Defendants failed to pay all required wages to
11 Plaintiff and the other class members as required, pursuant to California Labor Code sections
12 1194, 1197, and 1197.1. Defendants' failure to pay wages included, *inter alia*, Defendants'
13 effective payment of zero dollars per hour for time Plaintiff and the other class members
14 worked off the clock performing work duties.

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

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

25 95. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
26 members are entitled to recover liquidated damages in an amount equal to the wages
27 unlawfully unpaid and interest thereon.
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FIFTH CAUSE OF ACTION

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

(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

96. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. 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.

98. 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.

99. Plaintiff was not paid at the time of her discharge wages earned and unpaid throughout his employment, including but not limited to, minimum wages and overtime wages for time worked off-the-clock and meal and rest period premium payments.

100. 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.

101. 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.

102. 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 FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. 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.

105. 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.

106. 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.

107. 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.

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

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SEVENTH CAUSE OF ACTION

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

(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

109. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 108, and each and every part thereof with the same force and effect as though fully set forth herein.

110. 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.

111. 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 total number of hours worked by Plaintiff and the other class members.

112. 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 putative class members' wage statements did not

1 reflect the accurate total number of regular and hours worked, Plaintiff and the putative class
2 members were unable to determine the total amount of hours they worked, were unable to
3 determine the total amount of compensation they were owed, and were unable to verify they
4 were paid the proper amount. In order to determine how much Plaintiff and the putative class
5 members should have been paid, Plaintiff and the putative class members would have had to
6 engage in discovery and mathematical computations in order to reconstruct the missing
7 information.

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

12 114. California Labor Code section 226(e) provides that an employee suffering injury
13 as a result of a knowing and intentional failure by an employer to comply with California
14 Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty
15 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
16 (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate
17 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
18 attorney's fees.

19 115. California Code of Civil Procedure section 338(a) provides a three year statute
20 of limitations for an action upon a liability created by statute. Therefore, pursuant to
21 California Labor Code section 226(e) Plaintiff is entitled to seek his actual damages caused by
22 Defendants' failure to comply with California Labor Code section 226(a). Plaintiff's claim for
23 damages is timely because it is brought within the three year statute of limitations.

24 116. The other class members who were employed by Defendants during the
25 applicable statute of limitations period for Labor Code section 226(e) penalties are entitled to
26 recover from Defendants the greater of their actual damages caused by Defendants' failure to
27 comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four
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1 thousand dollars per employee.

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

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

8 **EIGHTH CAUSE OF ACTION**

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

10 **(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)**

11 119. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 118, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

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

21 121. Defendants have intentionally and willfully failed to keep accurate and complete
22 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
23 class members.

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

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123. 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 FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

124. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 123, and each and every part thereof with the same force and effect as though fully set forth herein.

125. 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.

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

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

128. 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 FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

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

1 forth herein.

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

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

9 132. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiff and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
14 employees, including Plaintiff and the other class members, to work through their meal and
15 rest periods without paying them proper compensation violate California Labor Code sections
16 226.7 and 512(a). Defendants' policies and practices of failing to provide a day of rest violate
17 California Labor Code sections 551 and 552. Defendants' policies and practices of failing to
18 pay minimum, regular, and overtime wages violate California Labor Code sections 1194, 1197,
19 and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to
20 Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204.
21 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

27 ///

135. 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 August 13, 2016; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

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

(Against FRANK-LIN DISTILLERS PRODUCTS, LTD. and DOES 1 through 100)

136. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set forth herein.

137. 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.

138. 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.

139. 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

140. 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

1 unfair activity prohibited by California Labor Code sections 510 and 1198.

2 **Failing to Provide Meal Periods**

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

7 **Failure to Provide Rest Periods**

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

11 **Failure to Pay Minimum Wages**

12 143. Defendants' failure to pay wages required by law in violation of the Wage
13 Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above,
14 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194,
15 1197 and 1197.1.

16 **Failure to Provide a Day of Rest**

17 144. Defendants' failure to provide a day of rest in violation of the Wage Orders and
18 California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or
19 unfair activity prohibited by California Labor Code sections 551 and 552.

20 **Failure to Timely Pay Wages Upon Termination**

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

24 **Failure to Timely Pay Wages During Employment**

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

Failure to Provide Compliant Wage Statements

147. 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

148. 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-Related Expenses and Costs

149. 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.

150. 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.

151. 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.

152. 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.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to PAGA, 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 PAGA, 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;
2. That Plaintiff be appointed as the representative of the Class as to the first ten causes of action;

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

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

5 **As to the First Cause of Action**

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

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

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

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

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

16 **As to the Second Cause of Action**

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

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

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

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

27 14. For pre-judgment interest on any unpaid wages from the date such amounts
28

1 were due;

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

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

4 **As to the Third Cause of Action**

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

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

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

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

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

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

17 **As to the Fourth Cause of Action**

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

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

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

26 26. For pre-judgment interest on any unpaid compensation from the date such
27 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.

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

1 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
2 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
3 wage statements thereto;

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

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

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

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

9 **As to the Eighth Cause of Action**

10 44. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
12 for Plaintiff and the other class members as required by California Labor Code section
13 1174(d);

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

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

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

17 **As to the Ninth Cause of Action**

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

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

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

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

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

26 **As to the Tenth Cause of Action**

27 53. That the Court decree, adjudge and decree that Defendants violated California
28

Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation 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 section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

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

Dated: April 19, 2022

LAWYERS for JUSTICE, PC

By: _____
Edwin Aiwasian
Attorneys for Plaintiff