

PAGA SETTLEMENT AND RELEASE

1. This PAGA Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Nancy Torres, Glendi Rosales, and Breisy Ruiz (“Plaintiffs”), each individually and on behalf of all Aggrieved Employees (as defined below), and Defendant Amy’s Kitchen, Inc., (“Defendant”). Plaintiffs and Defendant are referred to as “the Parties”.

2. The terms of this Agreement stated below are agreed to, and once approved by the Court, shall be binding on the Plaintiffs, on the Aggrieved Employees (as defined below), on the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency (“LWDA”) and its departments, divisions, commissions, boards, agencies and employees), and on Defendant and its present and former parent companies, subsidiaries, divisions, related, or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

3. “Action” refers to the First Amended Complaint (also referred to as the “Operative Complaint” or “Consolidated Complaint”) filed or which will be filed in *Torres v. Amy’s Kitchen, Inc., et al.*, Sonoma County Superior Court Case No. SCV-270827, a copy of which is attached as **Exhibit A**. PAGA Counsel will file the Consolidated Complaint within two (2) business days after the Parties have signed this Agreement. Plaintiffs Breisy Ruiz and Glendi Rosales also agree to concurrently move to dismiss without prejudice (and reserving all rights to refile these actions if this Settlement is not approved) their respective class and representative actions within two (2) business days after the filing of the Consolidated Complaint. The Parties agree that the Consolidated Complaint includes all allegations, claims, and causes of actions in the following three complaints and five PAGA Letters:

a. The First Amended Complaint in *Torres v. Amy’s Kitchen, Inc., et al.*, Sonoma County Superior Court Case No. SCV-270827 (“*Torres*”);

b. the Complaint in *Rosales v. Amy’s Kitchen, Inc.*, Sonoma County Superior Court Case No. SCV-269883 (“*Rosales*”); and

c. the Complaint in *Ruiz v. Amy's Kitchen, Inc.*, Santa Clara County Superior Court Case No. 22CV398571 (“*Ruiz*”).

d. This Action also includes all allegations and claims in the PAGA Letters sent to the LWDA related to the *Rosales*, *Torres*, and *Ruiz* complaints, including: (i) the *Ruiz* PAGA letter dated September 10, 2021, (ii) the *Torres* PAGA letter dated September 20, 2021, (iii) the *Rosales* PAGA letter dated December 9, 2021, (iv) the *Rosales* PAGA letter dated March 30, 2022, and (v) the *Torres* PAGA letter dated July 18, 2022 (collectively, the “PAGA Letters”).

4. “Administration Costs” means all fees and costs incurred by the Claims Administrator to administer the Settlement in accordance with this Agreement and any Court Orders. Administration Costs are not to exceed \$8,750.00.

5. “Aggrieved Employees” shall mean all current and former non-exempt employees of Defendant who worked at least one Pay Period for Defendant within the State of California at any time during the Covered Period.

6. “Claims Administrator” means the claims administrator approved by the Court in the order approving the settlement of the Action. The parties have agreed to use Phoenix as the Claims Administrator, subject to Court approval.

7. “Counsel for Defendant” and “Defense Counsel” shall refer to Michael J. Nader, of the law firm, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., attorneys for the Defendant Amy’s Kitchen, Inc.

8. “Court” refers to the Superior Court of the State of California for the County of Sonoma.

9. “Covered Claims” means all claims that were, or reasonably could have been, alleged, based on the facts contained in the Consolidated Complaint and in the PAGA Letters, including, but not limited to, any claim for: (1) the alleged failure to pay all wages, including claims for minimum, overtime, and double-time wages; (2) the alleged failure to pay for all time worked, including but not limited to allegations of improper rounding and time shaving, and allegations of not being paid while working during meal breaks, attending meetings, donning and doffing, waiting in line at the clocks, and submitting to Covid-19 temperature checks and screening; (3) the alleged failure to pay for all hours worked at correct rates, including overtime or double time at the correct regular rates; (4) the alleged failure to pay split shift pay; (5) the alleged failure to provide suitable seating; (6) the alleged failure to reimburse employees for all business expenses, including, but not limited to, the purchase of

personal protective equipment; (7) the alleged failure to provide paid sick leave, including Covid-19 supplemental paid sick leave, including the failure to pay such leave at the regular rate, and the failure to properly report such paid leave accruals and payments in wage statements, and related recordkeeping; (8) the alleged failure to provide compliant meal periods, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premium wages at the correct regular rates, and the alleged failure to keep proper records of meal periods; (9) the alleged failure to provide compliant rest breaks, including claims for late, short, interrupted, missed, or otherwise improperly controlled or constrained rest breaks and/or the failure to pay premium wages, including premium wages at the correct regular rates and related recordkeeping violations; (10) the alleged failure to provide accurate itemized wage statements, including the failure to report all wages and premium wages earned and the correct rates, and the failure to report earned tips; (11) the alleged failure to provide timely payment of final wages; (12) the alleged failure to provide timely payment of wages on regular payroll dates to employees; (13) the alleged failure to procure compliant background reports; (14) unlawful retaliation under section 1102.5(b); and (15) any other claims for relief alleged in the Consolidated Complaint and the PAGA Letters. The Covered Claims shall also include all claims under Labor Code sections 201, 202, 203, 204, 206, 210, 226(a), 226.3, 226.7, 248.1, 248.2, 248.6, 510, 512, 558, 558.1, 1024.5, 1102.5(b), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and related sections of the applicable wage order, including, but not limited to, Sections 3, 4, 7, 11, and 12 of the applicable wage order.

10. “Covered Period” shall mean the period from January 24, 2021 through April 7, 2023.

11. “Effective Date” means the date the Court enters a Judgment and Order Approving the PAGA Settlement.

12. “PAGA Counsel” and “Plaintiffs’ Counsel” shall refer to: Marcia Guzman, Scott E. Wheeler, Aubry Wand, Jose Garay, and Harout Messrelian.

13. “PAGA Gross Settlement Amount” shall mean five hundred seventy-five thousand dollars (\$575,000.00) (the “PAGA Gross Settlement Amount”) based on 41,149 Pay Periods. The PAGA Gross Settlement Amount shall include all individual settlement payments to Aggrieved Employees, payments to the LWDA, Plaintiffs’ Individual PAGA Claim Payments, attorneys’ fees and costs awarded to Plaintiffs’ Counsel, and Administration Costs. No portion of the PAGA Gross Settlement Amount will revert to Defendant. Should the number of Pay Periods increase by more than 10%, meaning that the total actually exceeds 45,264 Pay

Periods, then each Pay Period that is in addition to 45,264 Pay Periods shall add an additional \$13.96 to the Gross Settlement Amount. For example, if the actual number of Pay Periods in the Mediation Period is later validated to be 45,274 Pay Periods, then the Maximum Settlement Amount will be increased by \$139.60.

14. “PAGA Representatives” or “Plaintiffs” shall refer to the Named Plaintiffs, Glendi Rosales, Nancy Anne Torres, and Breisy Ruiz.

15. “Pay Period” is any pay period in which the Aggrieved Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the pay period for the Defendant for which a prior release of claims has not been signed. Pay Periods shall not include pay periods where an Aggrieved Employee was on a leave of absence or only had sick time, vacation time, or other paid time off, or otherwise did not record any actual time worked in Defendant’s timekeeping system

16. “Settlement” and “Agreement” shall mean this Settlement and Release Agreement.

II. INVESTIGATION AND MEDIATION

17. The Parties exchanged numerous documents and information in furtherance of the mediation. Among other things, Defendant produced policy documents, time and payroll records, and wage statements for Aggrieved Employees, prior to the mediation.

18. The Parties engaged in a full day of mediation on April 7, 2023, with a respected wage and hour mediator, Jeffrey Krivis, Esq. After lengthy negotiations during which Plaintiffs, represented by their counsel, and Defendant, represented by their counsel, recognized the risks and burdens of continuing with the litigation, the Parties agreed to settle the Action on the terms set out in this Agreement.

19. The purpose of this Agreement is to settle and compromise the Action and all Covered Claims that Plaintiffs and the Aggrieved Employees have against Defendant and the Releasees for the Covered Period. The settlement outlined in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended, or may be construed, as an admission by Defendant that any of the claims alleged in the Action have any merit, or that Defendant bears any liability to the Aggrieved Employees on those claims.

20. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiffs, on behalf of themselves and the Aggrieved Employees, agree to settle and compromise the Action and the Covered Claims, subject to the terms and conditions set forth in this Agreement.

III. TERMS OF SETTLEMENT

21. The Parties agree that upon full execution of this Agreement, the matter is stayed in its entirety except for any filings necessary to obtain Court approval of the Settlement. Should the Court not grant approval of the Settlement, the stay will be lifted five (5) calendar days thereafter and the Parties will be restored to their positions prior to the Agreement and the Agreement shall be null and void.

22. PAGA Gross Settlement Amount. Subject to the terms and conditions of this Agreement, and in consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the PAGA Gross Settlement Amount. Within five (5) calendar days after the Effective Date, the Claims Administrator will provide Defense Counsel with the account information so that Defendant may wire the PAGA Gross Settlement Amount.

23. PAGA Net Settlement Amount. The PAGA Net Settlement Amount is the portion of the PAGA Gross Settlement Amount that remains after deducting the amounts for: (1) Plaintiffs' Individual PAGA Claim Payments, (2) Administration Costs, and (3) PAGA Counsel Fees and Costs that are approved by the Court. The PAGA Net Settlement Amount shall be available for payment to the LWDA and distribution to the Aggrieved Employees on a pro rata basis based on the number of Pay Periods worked during the Covered Period. Because payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and Plaintiffs' individual claims, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

24. Plaintiffs' Individual PAGA Payments. Plaintiffs' Counsel will request, and Defendant will not oppose, individual PAGA claim payments to each of the named Plaintiffs ("Plaintiffs' Individual PAGA Claim Payments") in the amount of \$7,000 to Plaintiff Torres and Plaintiff Rosales, and in the amount of \$2,000 to Plaintiff Ruiz. The Plaintiffs' Individual PAGA Claim Payments are to be paid out of the PAGA Gross Settlement Amount and are intended as reasonable additional compensation for the time and effort expended by the named Plaintiffs in connection with the initiation and maintenance of this Action, as well as for agreeing to the release of claims herein,

and are in addition to any payment(s) the named Plaintiffs are otherwise entitled to as Aggrieved Employees. Plaintiffs' Individual PAGA Claim Payments will be reported to the taxing authorities by means of an IRS Form 1099. If the Court approves a lesser amount than requested, the difference shall be included in the PAGA Net Settlement Amount.

25. Administration Costs. The Parties will request that the Court approve Phoenix as the Claims Administrator. Administration Costs are not to exceed eight thousand seven hundred fifty dollars (\$8,750.00). All awarded Administration Costs shall be paid from the PAGA Gross Settlement Amount upon completion of all duties required to be performed by the Claims Administrator under the terms of this Agreement, or as otherwise required by the Court. If the Court approves less than the amount requested in Administration Costs, the difference shall be included in the PAGA Net Settlement Amount.

26. Allocation and Calculation of the PAGA Penalties. The PAGA Net Settlement Amount will be distributed, in accordance with California Labor Code section 2699(i), as follows: (i) 75% of the PAGA Net Settlement Amount shall be paid to the LWDA ("LWDA Payment"); and (ii) the remaining 25% of the PAGA Net Settlement Amount (the "Aggrieved Employee Settlement Amount") shall be distributed to all Aggrieved Employees. Each Aggrieved Employee shall receive a portion of the Aggrieved Employee Settlement Amount on a pro rata basis based on the formula set forth below. Each Aggrieved Employee's pro rata share of the Aggrieved Employee Settlement Amount represents their Individual Settlement Payment.

- a. Individual Settlement Calculation. The Aggrieved Employees shall receive a pro rata share of the Aggrieved Employee Settlement Amount. Each Aggrieved Employee shall receive a pro rata value equal to the ratio of (i) the number of Pay Periods worked by that employee to (ii) the total number of Pay Periods worked by all Aggrieved Employees ("Individual Settlement Payments to Aggrieved Employees"). All Individual Settlement Payments to Aggrieved Employees will be treated 100% as civil penalties and will be reported to the taxing authorities by means of an IRS Form 1099 to the extent it is required. It shall be the duty of the Claims Administrator to calculate the respective number of Pay Periods worked by each Aggrieved Employee during the Covered Period. Defendant shall provide the Claims

Administrator with all information necessary to perform this calculation.

- b. Fair Formula. The Parties recognize and agree that the precise value of each Aggrieved Employee's Individual Settlement Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating payments as provided herein is reasonable and designed to provide a fair settlement to the Aggrieved Employees.

27. PAGA Counsel's Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request, and Defendant will not oppose, Court approval of up to one-third of the PAGA Gross Settlement Amount in attorneys' fees in the amount of \$191,667. The agreement among PAGA Counsel on the allocation of this fee amount is solely their responsibility and shall not impact this Settlement. PAGA Counsel will request, and Defendant will not oppose, cost reimbursement in an amount not to exceed \$20,000 for actual costs incurred by PAGA Counsel. If the Court approves less than the amount of fees and/or costs requested by Plaintiffs' Counsel, the difference shall be included in the PAGA Net Settlement Amount. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees and Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Covered Claims and all work remaining to be performed in fully and finally resolving the litigation of Covered Claims, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. The PAGA Counsel's Fees and Costs shall be paid out of the PAGA Gross Settlement Amount. Other than the attorneys' fees and costs described in this Paragraph, each Party shall bear its own attorneys' fees and costs.

28. Tax Treatment of Settlement Amounts. With regard to settlement payments to the Aggrieved Employees and Plaintiffs, IRS Form 1099s will be issued by the Claims Administrator, to the extent it is required. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiffs acknowledge that they have not

obtained any tax advice from Defendant, or from PAGA Counsel, and that neither PAGA Counsel, nor Defendant, nor their attorneys, have made any representation concerning the tax consequences, if any, of any payment to be made pursuant to this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Neither PAGA Counsel, nor Defendant, are responsible for any employee tax obligations regarding the allocation of Plaintiffs' Individual PAGA Claim Payments and the Individual Settlement Payments to Aggrieved Employees. In addition, the Claims Administrator shall issue an IRS Form 1099 to PAGA Counsel reflecting the awarded fees and costs. PAGA Counsel agrees that it is solely responsible for paying all applicable taxes on any payment and agrees to indemnify and hold harmless the Defendant from any claim or liability for taxes, penalties, or interest arising as a result of any failure to pay taxes due on the PAGA Counsel's Fees and Costs.

29. Release of Claims By All Aggrieved Employees. Upon the date that Defendant fully fund the PAGA Gross Settlement Amount, each Aggrieved Employee (and all named Plaintiffs) shall, for the Covered Period, fully release and forever release and discharge Defendant and its present and former parent companies, subsidiaries, divisions, related, or affiliated companies, shareholders, officers, directors, employees (including but not limited to Zafar Alam, Xavier Unkovic, Andrew Berliner, and Peter Wong), agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly liable with Defendant (collectively, "Released Parties") from all of the Covered Claims as defined herein. The res judicata effect of the Court's final judgment after approval of the Settlement will be the same as that of the release in this Paragraph.

30. Release of All Claims By Plaintiffs Rosales and Ruiz. This Settlement is conditioned upon an additional release by Plaintiffs Rosales and Ruiz (Plaintiff Torres has signed a global release of claims in a separate settlement agreement.). In addition to the release given by each Aggrieved Employee, Plaintiffs Rosales and Ruiz, on their own behalf and on behalf of their descendants, dependents, heirs, executors, administrators, agents, assigns, and successors (collectively, "Releasers"), hereby covenant not to sue and fully and unconditionally forever release and discharge the Releasees from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, penalties, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Releasers now have, have had, or may hereafter have against Defendant and/or the Releasees arising out of the Parties' relationship or the cessation of their relationship, including but not limited to those

claims arising out of or relating to (i) Plaintiffs' hours worked, services provided, wages, benefits, bonuses, and/or penalties, (ii) Plaintiffs' performance and reputation, (iii) harassment, (iv) discrimination, (v) retaliation, (vi) rights arising out of alleged violations of any contracts, express or implied; (vii) any covenant of good faith and fair dealing, express or implied; (viii) any tort; (ix) any legal restrictions on Defendant's right to terminate employees; and (x) any Claims arising under any federal, state or other governmental statute, regulation or ordinance, including, without limitation: Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business and Professions Code, and any other applicable state or federal law in effect prior to the Effective Date. This General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiffs in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred, and by this Agreement, Plaintiffs Ruiz and Rosales acknowledge their familiarity with California Civil Code section 1542, which is expressly waived by Plaintiffs Ruiz and Rosales (Plaintiff Torres has signed an additional waiver and release that includes a Section 1542 release). California Civil Code section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiffs cannot, by statute, lawfully waive by this agreement.

30. Older Workers' Benefit Protection Act Waiver by Plaintiff Rosales.

- a. Plaintiff Rosales also intends that the claims she is releasing herein include any claims that she may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990.
- b. Plaintiff Rosales is advised to consult with her counsel before signing this Agreement because Plaintiff Rosales is permanently giving up significant legal rights. Plaintiff Rosales acknowledges that she has been so advised.
- c. Plaintiff Rosales acknowledges that she has been given at least twenty-one (21) calendar days to execute and return this Agreement and has been advised that, after signing this Agreement, she has seven (7) calendar days to reconsider and revoke this Agreement, recognizing that Plaintiff Rosales will not be provided anything under this Agreement until at least that seven (7)-day revocation period has expired. The general release in this Agreement will then become effective on the eighth (8th) calendar day after it is signed, provided that Plaintiff Rosales does not revoke it.
- d. In order to effectively revoke this general release, the Parties agree that Plaintiff Rosales must provide written notice of such revocation within seven (7) calendar days after Plaintiffs sign this Agreement to Defense Counsel, via email to michael.nader@ogletree.com.

V. APPROVAL STIPULATION

31. The Parties recognize that in accordance with California Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the class action procedural rules are not needed to obtain approval of the PAGA settlement thorough a motion for preliminary or final approval. Instead, in order to comply with the requirements of California Labor Code section 2699(l), the Parties shall submit a joint stipulation (or a motion if required by the Court) identifying the key terms of this Agreement and requesting that the Court approve the amount of PAGA penalties and all other material terms provided for in the Agreement.

32. This Agreement is contingent upon the approval by the Court. If the Court should decline to approve this Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns and resubmit the approval stipulation or motion. If (a) the Parties are unable, following good faith efforts, to obtain approval of the terms of the Agreement, or (b) the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) Defendant shall have no obligation to make any payments to any person, Party, Aggrieved Employee, or attorney that would otherwise have been owed under this Agreement; and (iv) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, Plaintiffs' Individual PAGA Claim Payments, Aggrieved Employee Settlement Amount, or Administration Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. ADMINISTERING THE SETTLEMENT

33. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Claims Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing their (1) name; (2) last known home address; (3) social security number; (4) dates of employment, and additional information sufficient for the Settlement Administrator to determine the number of Pay Periods worked as a non-exempt employee of Defendant during the PAGA Period for each PAGA Settlement Member. Neither the Aggrieved Employee List nor any information contained therein shall be distributed to PAGA Counsel at any time, except as mutually agreed by the Parties and in the context of any assistance that PAGA Counsel may need to provide with respect to administration of the Settlement.

34. Within twenty (20) calendar days after the Effective Date, Defendant shall wire the PAGA Gross Settlement Amount to the Claims Administrator.

35. Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Claims Administrator will distribute, consistent with the terms of this Agreement and the Court's order approving the Settlement, all Individual Settlement Payments to Aggrieved Employees, the LWDA Payment to the LWDA, Plaintiffs' Individual PAGA Claim Payments to Plaintiffs, the Administration Costs approved

by the Court to the Claims Administrator, and the PAGA Counsel's Fees and Costs approved by the Court to PAGA Counsel.

36. The Claims Administrator will issue to each Aggrieved Employee a check in the amount of his or her Individual Settlement Payment. Concurrently with sending each Aggrieved Employee their Individual Settlement Payment, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached hereto as **Exhibit B**) along with each Aggrieved Employee's check. The notice will also be provided in Spanish. The Claims Administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the Claims Administrator. For each check/notice that is returned as undeliverable, the Claims Administrator shall promptly attempt to locate the Aggrieved Employee's by using an address refresher database.

37. Individual Settlement Payments issued to the Aggrieved Employees will expire one hundred eighty (180) calendar days from the date they are issued by the Claims Administrator. Any Individual Settlement Payments that remain uncashed or undeliverable following the one hundred and eighty (180) calendar days will be void and the Claims Administrator will issue the unclaimed funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Aggrieved Employee who did not cash his or her check. The release in this Agreement will be binding upon all Aggrieved Employees, including those who do not cash their Individual Settlement Payments, as of the date that Defendant fully funds the PAGA Gross Settlement Amount. Neither Defendant, Defense counsel, PAGA Counsel, Plaintiffs, nor the Claims Administrator will have any liability for lost or stolen Individual Settlement Payments, forged signatures on Individual Settlement Payments, or unauthorized negotiation of the Individual Settlement Payments.

38. As soon as practicable after the expiration of the one hundred and eighty (180) calendar day period, but no later than thirty (30) calendar days following the check void date, the Claims Administrator shall provide the Parties with a report outlining all relevant events to date and advising of the total dollar amount paid to Aggrieved Employees, the status of any uncashed or undeliverable checks, and any amounts remaining.

39. It is expressly understood and agreed that the receipt of the Individual Settlement Payments will not entitle any Aggrieved Employee to additional or derivative compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period(s) covered by this Agreement, nor will it entitle any Aggrieved Employee to any increased

retirement, 401(k) benefits or matching benefits, stock purchase plans, vacation plans, sick leave plans, PTO plans, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Payments provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees, and that the Aggrieved Employees are not entitled to any additional or derivative compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

40. Summary of Settlement Dates:

- a) Within five (5) calendar days after the Effective Date, the Claims Administrator will provide Defense Counsel with the account information so that Defendant may wire the PAGA Gross Settlement Amount.
- b) No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Claims Administrator a list of Aggrieved Employees (“Aggrieved Employee List”) containing their (1) name; (2) last known home address; (3) social security number; (4) dates of employment, and additional information sufficient for the Settlement Administrator to determine the number of Pay Periods worked as a non-exempt employee of Defendant during the PAGA Period for each PAGA Settlement Member.
- c) Within twenty (20) calendar days after the Effective Date, Defendant shall wire the PAGA Gross Settlement Amount to the Claims Administrator.
- d) Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Claims Administrator will distribute, consistent with the terms of this Agreement and the Court’s order approving the Settlement, all Individual Settlement Payments to Aggrieved Employees, the LWDA Payment to the LWDA, Plaintiffs’ Individual PAGA Claim Payments to Plaintiffs, the Administration Costs approved by the Court to the Claims Administrator, and the PAGA Counsel’s Fees and Costs approved by the Court to PAGA Counsel.

VII. SETTLEMENT ADMINISTRATION

41. The Claims Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits, and disbursements, including payments and credits in the manner set forth herein, to Aggrieved Employees calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Claims Administrator. The Claims Administrator shall be responsible for: (i) processing and mailing payments to Plaintiffs, Plaintiffs' Counsel, Aggrieved Employees, and the LWDA, along with the "Notice of PAGA Action Settlement"; (ii) providing declaration(s) as necessary in support of approval of this Settlement; and (iii) any other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Agreement shall be prepared by the Claims Administrator. Any expenses incurred in connection with such preparation shall be a cost of administration of the Settlement.

VIII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

42. Promptly upon execution of this Agreement, the Parties shall jointly apply to the Court for an Order and Judgment seeking approval of the PAGA Representative Action Settlement via Joint Stipulation and any related documents. Plaintiffs' Counsel shall draft the Joint Stipulation. If the Court requires a motion, then Plaintiffs shall file a Motion for Approval of PAGA Representative Action Settlement. Plaintiffs' Counsel shall draft any such motion, and Defendant agrees not to oppose such motion other than to the extent it deviates from this Agreement, provided that Defendant is given a reasonable opportunity to review the draft motion or joint stipulation and provide input on its contents. In addition, Plaintiffs' Counsel shall be responsible for providing timely notice of the settlement to the LWDA in accordance with California Labor Code section 2699(l)(2).

IX. PARTIES' AUTHORITY

45. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

X. MUTUAL FULL COOPERATION

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

XI. NO PRIOR ASSIGNMENTS

47. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel (which includes Plaintiffs' Counsel), or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

48. Nothing contained herein is, nor is the consummation of this Agreement to be construed or deemed to be, an admission of liability, culpability, negligence, or any wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, or that it has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

XIII. NON-EVIDENTIARY USE

49. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Agreement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or against any of the Releasees in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Agreement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES

50. Except as specifically set forth herein, each Party shall bear their own fees, costs, and expenses, taxable or otherwise, incurred by them arising out of the Action for attorneys, experts, and consultants, and shall not seek reimbursement thereof from any other party to this Agreement.

XVI. CONSTRUCTION

51. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs (on behalf of himself and all other Aggrieved Employees) and Defendant regarding actual or potential claims asserted by Plaintiffs against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiffs with Defendant, if any, both of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVII. CAPTIONS AND INTERPRETATIONS

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

XVIII. MODIFICATION AND WAIVERS

53. This Agreement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Any failure by any Party to insist upon the strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any provision of this Agreement.

XIX. MISCELLANEOUS

54. Plaintiffs' Counsel for the Rosales, Torres, and Ruiz Plaintiffs all represent and warrant that they do not currently represent any other current or former employees of the Defendant in connection with any actual or planned claims, charges, complaints or other matters against any of the Defendant, and that Plaintiffs' Counsel are not aware of any current or former employees of Defendant who are planning to bring any claims, charges, complaints or other matters against Defendant.

55. This Agreement contains the entire agreement between the Parties relating to the settlement of the Covered Claims and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than those expressly set forth or referred to herein.

56. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. This Agreement shall be binding on all Aggrieved Employees and the State of California who will be barred from re-litigating the Covered Claims released in this Agreement.

57. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile, and may be signed using DocuSign.

58. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

59. If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations, and if those efforts are unsuccessful, the Parties agree that disputes arising out of or relating to this Agreement will be submitted to Jeff Krivis for mediation. The Parties will equally split the costs of the mediator and the Parties will each bear their own attorneys' fees and other costs incurred.

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

61. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

62. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. Unless required by applicable law, neither Plaintiffs nor Plaintiffs' Counsel shall publicize the terms of this Agreement in any medium, or initiate or issue any press release or have any communications to the press or media concerning the lawsuit, the settlement of the lawsuit, and/or this Agreement prior to approval of the Settlement. If counsel for any of the Parties receives an inquiry about the settlement from the media prior to final approval of the Settlement, counsel may respond only after the motion for approval of the Settlement has been filed and only by confirming the terms of the settlement which are publicly available. Notwithstanding the foregoing, nothing will prevent PAGA Counsel from communicating confidentially with Aggrieved Employees as necessary to fulfill their obligations as PAGA Counsel

to respond to inquiries by Aggrieved Employees about this Settlement, or to submit this Settlement to the LWDA and the Court for purposes of obtaining approval of the Settlement and in compliance with the requirements of PAGA. PAGA Counsel may also, in the future, submit declarations in court which refer to the fact that this matter settled on a representative action basis solely for the purpose of detailing the experience of PAGA counsel.

63. The Sonoma County Superior Court shall retain exclusive and continuing jurisdiction over the Action and this Agreement for this purpose of: (i) enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6; (ii) addressing any claim administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

64. Plaintiffs and their Counsel will destroy all confidential documents and information provided by Defendant for mediation purposes within sixty (60) calendar days of the Effective Date. Plaintiffs agree that none of the information provided by Defendant in connection with the mediation of the Action or the Settlement shall be used for any purpose outside of this litigation.

65. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual Settlement Payment.

66. Agreement shall become binding and enforceable upon its execution pursuant to California Code of Civil Procedure section 664.6.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

The Parties and their counsel hereby execute this Agreement.

Dated: 08 / 03 / 2023



NANCY TORRES
Plaintiff

Dated: Aug 1, 2023

BR
Breisy Ruiz (Aug 1, 2023 11:33 PDT)

BREISY RUIZ
Plaintiff

Dated:

GLENDI ROSALES
Plaintiff

Dated:

By: _____
Authorized Representative for
AMY'S KITCHEN, INC
Defendant

APPROVED AS TO FORM

DATED: _____, 2023

Marcia Guzman
Scott Ernest Wheeler
Aubry Wand
Attorneys for Plaintiff Nancy Anne
Torres

GUZMAN & TOKAR LLP
THE WAND LAW FIRM, PC
LAW OFFICE OF SCOTT ERNEST
WHEELER

DATED: ____, 2023

JOSE GARAY
Attorneys for Plaintiff
Glendi Rosales

DATED: 8/1, 2023

By: 

Harout Messrelian
Maralle Messrelian

Attorneys for Plaintiff
BREISY RUIZ
Messrelian Law inc.

DATED: ____, 2023

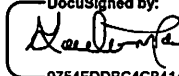
By: _____
Michael J. Nader
Paul M. Smith

Attorneys For Defendant Amy's Kitchen,
Inc.
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

Dated:

BREISY RUIZ
Plaintiff

Dated: 7/25/2023

DocuSigned by:

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GLENDI ROSALES
Plaintiff

Dated:

By: _____
Authorized Representative for
AMY'S KITCHEN, INC
Defendant

APPROVED AS TO FORM

DATED: _____, 2023

Marcia Guzman
Scott Ernest Wheeler
Aubry Wand
Attorneys for Plaintiff Nancy Anne
Torres

GUZMAN & TOKAR LLP
THE WAND LAW FIRM, PC
LAW OFFICE OF SCOTT ERNEST
WHEELER

Dated:

BREISY RUIZ
Plaintiff

Dated:

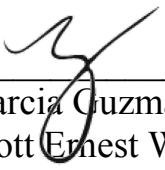
GLENDI ROSALES
Plaintiff

Dated:

By: _____
Authorized Representative for
AMY'S KITCHEN, INC
Defendant

APPROVED AS TO FORM

DATED: August 1, 2023



Marcia Guzman
Scott Ernest Wheeler
Aubry Wand
Attorneys for Plaintiff Nancy Anne
Torres

GUZMAN & TOKAR LLP
THE WAND LAW FIRM, PC
LAW OFFICE OF SCOTT ERNEST
WHEELER

7/21/2023
DATED: ____, 2023

DocuSigned by:

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JOSE GARAY
Attorneys for Plaintiff
Glendi Rosales

DATED: ____, 2023

By: _____
Harout Messrelian
Maralle Messrelian

Attorneys for Plaintiff
BREISY RUIZ
Messrelian Law inc.

DATED: ____, 2023

By: _____
Michael J. Nader
Paul M. Smith

Attorneys For Defendant Amy's Kitchen,
Inc.
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

Dated:

BREISY RUIZ
Plaintiff

Dated:

GLENDI ROSALES
Plaintiff

Dated: July 31, 2023

By: Star Rin
Authorized Representative for
AMY'S KITCHEN, INC
Defendant

APPROVED AS TO FORM

DATED: _____, 2023

Marcia Guzman
Scott Ernest Wheeler
Aubry Wand
Attorneys for Plaintiff Nancy Anne
Torres

GUZMAN & TOKAR LLP
THE WAND LAW FIRM, PC
LAW OFFICE OF SCOTT ERNEST
WHEELER

DATED: ____, 2023

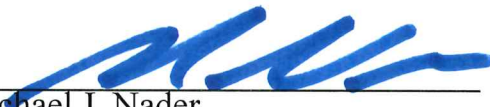
JOSE GARAY
Attorneys for Plaintiff
Glendi Rosales

DATED: ____, 2023

By: _____
Harout Messrelian
Maralle Messrelian

Attorneys for Plaintiff
BREISY RUIZ
Messrelian Law inc.

DATED: 6/18, 2023

By:  _____
Michael J. Nader
Paul M. Smith

Attorneys For Defendant Amy's Kitchen,
Inc.
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

EXHIBIT A

1 **GUZMAN & TOKAR LLP**

2 Marcia Guzman (SBN 298859)
3 440 N. Barranca Avenue, Suite 1354
4 Covina, CA 91723
5 Telephone: (626) 427-7128
6 Email: marcia@guzmanandtokar.com

7 **LAW OFFICES OF SCOTT E. WHEELER**

8 Scott Ernest Wheeler (SBN 187998)
9 250 West First Street, Suite 216
10 Claremont, CA 91711
11 Telephone: (909) 621-4988
12 Email: sew@scottwheelerlawoffice.com

13 **THE WAND LAW FIRM, P.C.**

14 Aubry Wand (SBN 281207)
15 100 Oceangate, Suite 1200
16 Long Beach, CA 90802
17 Telephone: (310) 590-4503
18 Email: awand@wandlawfirm.com

19 *Attorneys for Plaintiff Nancy Torres*

20 *[Additional Counsel Listed on Following Page]*

21
22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **COUNTY OF SONOMA**
24

25 NANCY ANNE TORRES, *et al.*,

26 Plaintiffs,

27 v.

28 AMY'S KITCHEN, INC.,

Defendants.

CASE NO.: SCV-270827

[Hon. Oscar A. Pardo, Dept. 19]

FIRST AMENDED COMPLAINT

[California Labor Code § 2698, *et seq.*]

1 **JOSE GARAY, APLC**

Jose R. Garay (SBN 200494)

2 249 E. Ocean Blvd. #814

3 Long Beach, CA 90802

Telephone: (949) 208-3400

4 Email: jose@garaylaw.com

5 *Attorneys for Plaintiff Glendi Rosales*

6 **MESSRELIAN LAW INC.**

7 Harout Messrelilian (SBN 272020)

500 N. Central Ave., Ste. 840

8 Glendale, CA 91203

Telephone: (818) 484-6531

9 Email: hm@messrelilianlaw.com

10 *Attorneys for Plaintiff Breisy Ruiz*

1. Plaintiffs Nancy Torres, Glendi Rosales, and Breisy Ruiz (“Plaintiffs”) bring this representative action on behalf of the State of California, pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), against Defendant Amy’s Kitchen, Inc. (“AKI” or “Defendant”), and Does 1 through 10, inclusive. Plaintiffs make the following allegations on information and belief, except as to allegations pertaining to Plaintiffs individually, which are based on their personal knowledge.

INTRODUCTION

2. Defendant has implemented common policies and practices that have resulted in systematic violations of California’s Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s). Accordingly, Plaintiffs, on behalf of the State of California, bring this representative action to recover civil penalties for the California Labor and Workforce Development Agency (“LWDA”), themselves, and all other aggrieved employees—i.e., non-exempt employees who worked for Defendant in California during the statute of limitations period.¹

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiffs are residents of the State of California and Defendant regularly conducts business in the State of California.

4. Venue is proper in this judicial district and the County of Sonoma because Plaintiffs and other aggrieved employees performed work for Defendant in the County of Sonoma, and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the County of Sonoma.

THE PARTIES

5. Plaintiffs each worked for Defendant in the State of California as non-exempt employees during the statute of limitations period.

6. On information and belief, Defendant is a California corporation that has done business throughout the State as a frozen food manufacturer.

7. The true names and capacities of Does 1 through 10, inclusive, are unknown to Plaintiffs

¹ The statute of limitations period is January 24, 2021 to April 7, 2023.

1 at this time, and Plaintiffs therefore sue such Defendants under fictitious names. Plaintiffs are informed
2 and believe, and thereon allege, that each Defendant designated as a Doe is in some manner highly
3 responsible for the occurrences alleged herein, and that Plaintiffs and other aggrieved employees'
4 injuries and damages, as alleged herein, were proximately caused by the conduct of such Doe
5 Defendant. Plaintiffs will seek leave of the Court to amend this Complaint to allege the true names and
6 capacities of such Doe Defendant when ascertained.

7 **REPRESENTATIVE ACTION ALLEGATIONS**

8 8. On September 10, 2021, Plaintiff Ruiz gave written notice by certified mail pursuant to
9 California Labor Code § 2699.3, to the LWDA and Defendant, of the specific provisions of the
10 California Labor Code and IWC Wage Order(s) alleged to have been violated, including the facts and
11 theories to support the alleged violations.

12 9. On September 20, 2021 and July 18, 2022, Plaintiff Torres gave written notice by
13 certified mail pursuant to California Labor Code § 2699.3, to the LWDA and Defendant, of the specific
14 provisions of the California Labor Code and IWC Wage Order(s) alleged to have been violated,
15 including the facts and theories to support the alleged violations.

16 10. On December 9, 2021 and March 30, 2022, Plaintiff Rosales gave written notice by
17 certified mail pursuant to California Labor Code § 2699.3, to the LWDA and Defendant, of the specific
18 provisions of the California Labor Code and IWC Wage Order(s) alleged to have been violated,
19 including the facts and theories to support the alleged violations.

20 11. Within sixty-five (65) calendar days of the postmark dates of Plaintiffs' notice letters,²
21 the LWDA did not provide notice to Plaintiffs that it intends to investigate the alleged violations. Nor
22 did Defendant respond to any of the allegations contained in the notice letters. Therefore, Plaintiffs
23 have complied with the requirements set forth in California Labor Code § 2699.3 to commence a
24 representative action under the PAGA.

25 12. Plaintiffs worked as non-exempt employees of Defendant during the time period
26 beginning one year and 65 days prior to the filing of this Complaint to the present (i.e., the "statute of
27

28 ² Plaintiffs' notice letters are collectively attached hereto as **Exhibit A**.

1 limitations period”). Plaintiffs also personally experienced violations of the California Labor Code and
2 IWC Wage Order during their employment with Defendant, as alleged herein.

3 **FACTUAL ALLEGATIONS**

4 **Failure to Provide Required Meal Periods**

5 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 11]**

6 13. During the statute of limitations period, as part of Defendant’s unlawful policies and
7 practices to minimize labor costs and maximize profits, Defendant has required, permitted or otherwise
8 suffered Plaintiffs and other aggrieved employees to perform work during their meal periods, to
9 completely skip their meal periods, to take late and short meal periods, and Defendant has otherwise
10 failed to provide the required meal periods to Plaintiffs and other aggrieved employees as required
11 under California Labor Code §§ 226.7, 512, and IWC Wage Order No. 1-2001, § 11.

12 14. Defendant has implemented several common policies and practices that have caused
13 Plaintiffs and other aggrieved employees to systematically miss and otherwise take non-compliant meal
14 periods. Among other things, Defendant overworked Plaintiffs and other aggrieved employees, and it
15 interrupted their meal periods by requiring them to keep on a mobile communication device on their
16 person at all times. As a direct consequence, Plaintiffs and other aggrieved employees were forced to
17 skip their meal periods altogether, to take them after working longer than five (5) hours, to perform
18 work during their meal periods, or return to work after taking less than a thirty (30) minute meal period.

19 15. Despite work conditions that systematically result in missed and non-compliant meal
20 periods, and in order to keep labor costs down, Defendant has implemented a policy and practice of
21 failing to pay meal period premium payments when owed and due. In short, Defendant has also violated
22 California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order by failing to compensate
23 Plaintiffs and other aggrieved employees who were not authorized and permitted to take a complete,
24 timely, uninterrupted meal period, one additional hour of compensation at the proper regular rate of
25 pay for each workday that such a meal period was not authorized or permitted.

26 16. As such, Defendant failed to provide compliant meal periods, which were late, short,
27 interrupted and/or missed, and Defendant failed to pay premium wages, including premium wages at
28 the correct regular rates, and Defendant failed to keep proper records of meal periods.

1 **Failure to Provide Required Rest Breaks**

2 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

3 17. During the statute of limitations period, Defendant has failed to authorize and permit
4 Plaintiffs and other aggrieved employees to take rest breaks as required under California Labor Code
5 §§ 226.7 and 512, and IWC Wage Order No. 1-2001, § 12.

6 18. The same common policies and practices that deprive Plaintiffs and other aggrieved
7 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
8 take their rest breaks. Defendant's policies and practices caused Plaintiffs and other aggrieved
9 employees to miss or otherwise take non-compliant rest breaks by, among other things, giving them
10 unreasonable amounts of work that had to be completed within their shift, and interrupting their rest
11 breaks by requiring them to keep on a mobile communication device on their person at all times.

12 19. Defendant further violated California Labor Code § 226.7 and IWC Wage Order No. 1-
13 2001, § 12, by failing to pay Plaintiffs and other aggrieved employees who were not provided with a
14 rest break, in accordance with the applicable wage order, one additional hour of compensation at the
15 proper regular rate of pay for each workday that a rest break was not provided.

16 20. As such, the Defendant failed to provide compliant rest breaks, which were late, short,
17 interrupted, missed, or otherwise improperly controlled or constrained, and Defendant failed to pay
18 premium wages, including premium wages at the correct regular rates, and Defendant failed to comply
19 with related recordkeeping requirements.

20 **Failure to Pay Overtime Wages**

21 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

22 21. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, §
23 3, Defendant is required to compensate Plaintiffs and other aggrieved employees for all overtime,
24 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
25 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on
26 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours
27 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day
28 of work in any workweek.

1 22. During the statute of limitations period, Defendant failed to compensate Plaintiffs and
2 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
3 of the California Labor Code and IWC Wage Order by, among other methods, requiring, permitting or
4 suffering Plaintiffs and other aggrieved employees to work off-the-clock, including *inter alia*, during
5 meal and rest periods, but not compensating them for this time, inaccurately recording time in which
6 Plaintiffs and other aggrieved employees worked, unlawfully rounding the time worked by Plaintiffs
7 and other aggrieved employees down and in favor of Defendant, and other methods to be discovered.
8 Defendant also failed to properly calculate Plaintiffs' and other aggrieved employees' regular rates of
9 pay for the purposes of determining their overtime rates by, *inter alia*, failing to include the value of
10 meal and rest period premium payments owed and due, thereby failing to properly pay employees one
11 and one-half times their regular rates at which they were employed for hours worked over forty in a
12 week and/or over 8 hours per day.

13 23. In addition, Plaintiffs and aggrieved employees spent several minutes before and after
14 their shifts donning/doffing PPE off-the-clock. Aggrieved employees had to stand in line to get checked
15 for COVID-19 symptoms while off-the-clock. During this time, aggrieved employees were subject to
16 Defendant's control, and are therefore entitled to be paid the appropriate overtime wages for this time.

17 24. In addition, Defendant failed to pay for all overtime worked because of improper
18 rounding and time shaving, and failed to pay for time worked during meal breaks, attending meetings,
19 donning and doffing, waiting in line at the clocks, and submitting to Covid-19 temperature checks and
20 screening. Defendant also failed to pay overtime at the correct regular rates.

21 25. Defendant has knowingly and willfully refused to perform its obligations to compensate
22 Plaintiffs and other aggrieved employees for all wages earned and all hours worked in violation of
23 California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1-2001, § 3.

24 **Failure to Minimum Wages**

25 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]**

26 26. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage
27 Order, payment to an employee of less than the applicable minimum wage for all hours worked in a
28 payroll period is unlawful.

1 27. During the statute of limitations period, as part of Defendant's unlawful policies and
2 practices to minimize labor costs and maximize profits, Defendant paid Plaintiffs and other aggrieved
3 employees at or slightly above minimum wage. This practice, in conjunction the fact that Defendant
4 required Plaintiffs and other aggrieved employees to work off-the-clock, including *inter alia*, during
5 meal and rest periods, but did not compensate them for this time, inaccurately recorded the time in
6 which Plaintiffs and other aggrieved employees worked, unlawfully rounded the time worked by
7 Plaintiffs and other aggrieved employees down and in favor of Defendant, and other methods to be
8 discovered, resulted in the systematic underpayment of minimum wages.

9 28. In addition, Plaintiffs and aggrieved employees spent several minutes before and after
10 their shifts donning/doffing PPE off-the-clock. Aggrieved employees had to stand in line to get checked
11 for COVID-19 symptoms while off-the-clock. During this time, aggrieved employees were subject to
12 Defendant's control, and are therefore entitled to be paid the appropriate minimum wages for this time.

13 29. In addition, Defendant failed to pay for all time worked because of improper rounding
14 and time shaving, and failed to pay for time worked during meal breaks, attending meetings, donning
15 and doffing, waiting in line at the clocks, and submitting to Covid-19 temperature checks and screening.

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

17 **[Cal. Lab. Code § 204]**

18 30. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
19 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
20 16th and 26th day of the month during which the labor was performed. California Labor Code § 204
21 also provides that for all labor performed between the 16th and 26th days of any calendar month,
22 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following
23 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in
24 excess of the normal work period shall be paid no later than the payday of the next regular payroll
25 period.

26 31. During the statute of limitations period, Defendant has knowingly and willfully failed
27 to timely pay Plaintiffs and other aggrieved employees all the wages for labor performed by the next
28 regular payroll period as required by California Labor Code § 204.

1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Lab. Code §§ 201, 202, 203]**

3 32. Pursuant to California Labor Code §§ 201, 202 and 203, Defendant is required to pay
4 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates
5 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
6 discharge are due and payable immediately.

7 33. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all
8 accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
10 which case the employee is entitled to his or wages at the time of quitting.

11 34. California Labor Code § 203 provides that if an employer willfully fails to pay, in
12 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged
13 or who quits, the employer is liable for waiting time penalties in the form of continued compensation
14 to the employee at the same rate for up to 30 workdays.

15 35. During the statute of limitations period, Defendant has willfully failed to pay accrued
16 wages and other compensation to Plaintiffs and other aggrieved employees in accordance with
17 California Labor Code §§ 201 and 202. Because Defendant has failed and continues to fail to properly
18 compensate Plaintiffs and other aggrieved employees for all hours worked when due, overtime wages,
19 and compensation for missed and non-compliant meal and rest periods, Defendant has also willfully
20 failed and continues to fail to pay accrued wages and other compensation to Plaintiffs and other
21 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

22 **Failure to Maintain Required Records**

23 **[Cal. Lab. Code §§ 226(a), 1174(d); IWC Wage Order No. 1-2001, § 7]**

24 36. During the statute of limitations period, as part of Defendant's unlawful payroll policies
25 and practices to deprive Plaintiffs and other aggrieved employees of all wages earned and due,
26 Defendant knowingly and intentionally failed to maintain records as required under California Labor
27 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 1-2001, § 7, including but not limited to, the
28 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;

1 meal periods; time records showing when each employee begins and ends each work period; and
2 accurate itemized statements. Defendant does not provide non-exempt employees with proper meal
3 and rest periods, but omits from the wage statements such compensation and/or remuneration owed
4 and due. Additionally, Defendant requires non-exempt employees to work off-the-clock but fails to
5 record this time or compensate them for this time, which invariably results in inaccurate time and
6 payroll records.

7 **Failure to Furnish Accurate Itemized Wage Statements**

8 **[Cal. Lab. Code § 226(a); IWC Wage Order No. 1-2001, § 7]**

9 37. During the statute of limitations period, Defendant has routinely failed to provide
10 Plaintiffs and other aggrieved employees with timely and accurate itemized wage statements.
11 Defendant's pay stubs violate California Labor Code § 226 in that Defendant has not provided Plaintiffs
12 and other aggrieved employees with proper meal and rest periods, but failed to include in their wage
13 statements one (1) additional hour of compensation at their regular rates of pay for each missed or non-
14 compliant meal and rest period. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972
15 ("failure to report premium pay for missed breaks can support monetary liability under section 226 for
16 failure to supply an accurate itemized statement reflecting an employee's gross wages earned, net
17 wages earned, and credited hours worked."). In addition, Defendant does not properly pay Plaintiffs
18 and other aggrieved employees' overtime and minimum wages owed and due to them, resulting in
19 accurate wage statements. Defendant also suffers and permits Plaintiffs and other aggrieved employees
20 to work off-the-clock without compensation, yet such hours worked and compensation and/or
21 remuneration is not listed on the wage statements. Defendant also failed to report all wages and tips
22 earned, and all Covid-19 paid sick leave at proper rates on the wage statements.

23 38. During the statute of limitations period, Defendant knowingly and intentionally failed
24 to provide Plaintiffs and other aggrieved employees with timely and accurate itemized wage statements
25 in accordance with California Labor Code § 226(a) IWC Wage Order No. 1-2001 § 7.

26 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

27 **[Cal. Lab. Code § 2802]**

28 39. California Labor Code § 2802(a) requires an employer to indemnify an employee for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
2 her his or her duties, or of his or her obedience to the directions of the employer.

3 40. During the statute of limitations period, Defendant has required Plaintiffs and other
4 aggrieved employees to use their own personal devices, including cellular phones, to perform work-
5 related duties. Defendant also failed to reimburse Plaintiffs and other aggrieved employees for required
6 purchases of personal protective equipment.

7 **Retaliation**

8 **[Cal. Lab. Code § 1102.5]**

9 41. Amy's violated California Labor Code § 1102.5(b) by retaliating against Plaintiff Torres
10 and aggrieved employees for complaining to superiors about wage and hour violations. The superiors
11 of Plaintiff Torres and other aggrieved employees had the authority to investigate, discover, or correct
12 the violations concerning actions taken by Amy's which Plaintiff Torres and other aggrieved
13 employees reasonably believed violated local, state or federal rules or regulations.

14 **Failure to Provide Suitable Seating**

15 **[IWC Wage Order No. 1-2001, § 14]**

16 42. IWC Wage Order No. 1-2001, § 14 provides:

17 “(A) All working employees shall be provided with suitable seats when the nature
18 of the work reasonably permits the use of seats.

19 (B) When employees are not engaged in the active duties of their employment and
20 the nature of the work requires standing, an adequate number of suitable seats shall
21 be placed in reasonable proximity to the work area and employees shall be
permitted to use such seats when it does not interfere with the performance of their
duties.”

22 43. During the statute of limitations period, Defendant has failed to provide suitable seating
23 at the locations where Plaintiff and other aggrieved employees worked. The nature of the work
24 reasonably permits the use of seats. To the extent that the use of seats could interfere with their work
25 duties, it is and has been reasonable for Defendant to place seats in reasonable proximity to the locations
26 where Plaintiff and other aggrieved employees worked when doing so would not interfere with their
27 job duties.

1

2 **Failure to Provide Required Information at Time of Hiring**

3 **[Cal. Lab. Code § 2810.5]**

4 44. During the statute of limitations period, Defendant has failed to comply with California
5 Labor Code § 2810.5, which requires employers to provide notice to employees of their rate(s) of pay,
6 designated pay day, the employer's intent to claim allowances (meal or lodging allowances) as part of
7 the minimum wage, and the basis of wage payment (whether paying by hour, shift, day, week, piece,
8 etc.), including any applicable rates for overtime. The law requires that the notice contain the
9 employer's "doing business as" names, and that it be provided at the time of hiring and within 7 days
10 of a change if the change is not listed on the employee's pay stub for the following pay period. The
11 notice must be provided in the language the employer normally uses to communicate employment-
12 related information to the employee, through translated notices provided by the Department of Labor.

13 **Unlawful Procurement of Consumer Background Reports**

14 **[Cal. Lab. Code § 1024.5]**

15 45. During the statute of limitations period, Defendant has violated Cal. Lab. Code § 1024.5
16 by procuring or using a consumer credit report for employment purposes for Plaintiffs and aggrieved
17 employees whose job positions do not fall within any of the following categories for which a consumer
18 credit report is permissible:

19 (1) A managerial position.

20 (2) A position in the state Department of Justice.

21 (3) That of a sworn peace officer or other law enforcement position.

22 (4) A position for which the information contained in the report is required by law to be
23 disclosed or obtained.

24 (5) A position that involves regular access, for any purpose other than the routine solicitation
25 and processing of credit card applications in a retail establishment, to all of the following types of
26 information of any one person:

26 (A) Bank or credit card account information.

27 (B) Social security number.

28 (C) Date of birth.

1 (6) A position in which the person is, or would be, any of the following:

2 (A) A named signatory on the bank or credit card account of the employer.

3 (B) Authorized to transfer money on behalf of the employer.

4 (C) Authorized to enter into financial contracts on behalf of the employer.

5 (7) A position that involves access to confidential or proprietary information, including a
6 formula, pattern, compilation, program, device, method, technique, process or trade secret that (i)
7 derives independent economic value, actual or potential, from not being generally known to, and not
8 being readily ascertainable by proper means by, other persons who may obtain economic value from
the disclosure or use of the information, and (ii) is the subject of an effort that is reasonable under the
circumstances to maintain secrecy of the information.

9 (8) A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or
more of the employer, a customer, or client, during the workday.

10 46. Neither Plaintiffs nor aggrieved employees worked in job positions that meet the
11 foregoing criteria. Thus, Defendant has violated Cal. Lab. Code § 1024.5 by procuring or using a
12 consumer credit report for employment purposes with respect to Plaintiffs and aggrieved employees.

13 **Failure to Provide COVID-19 Supplemental Sick Leave**

14 **[Cal. Lab. Code § 248.1(b)(3)(A); Cal. Lab. Code § 248.2]**

15 47. During the statute of limitations period, Defendant has failed to provide supplemental
16 COVID-19 sick leave. As of March 29, 2021, Defendant employed 26 or more aggrieved employees.
17 As such, Defendant was required to provide 80 hours of COVID-19 supplemental paid sick leave, and
18 compensate Plaintiffs and other aggrieved employees at their regular rates of pay for supplemental sick
19 leave—i.e., the highest regular rate of pay, taking into consideration non-discretionary bonuses, etc.
20 See Cal. Lab. Code § 248.1(b)(3)(A). Defendant was obligated to provide COVID-19 supplemental
21 sick leave in addition to regular sick leave. See Cal. Lab. Code § 248.1(b)(2)(D). Further, Defendant is
22 prohibited from requiring aggrieved employees to use any other paid or unpaid leave, paid time off, or
23 vacation time provided by the hiring entity to the covered worker before the covered worker uses
24 COVID-19 supplemental paid sick leave or in lieu of COVID-19 supplemental paid sick leave. See
25 Cal. Lab. Code § 248.1(b)(4). Defendant has failed to comply with the foregoing sections of the
26 COVID-19 supplemental paid sick leave laws.
27
28

1
2 **Failure to Pay Split Shift Compensation**

3 **[Cal. Lab. Code § 1197; IWC Wage Order No. 1-2001, § 4]**

4 48. During the statute of limitations period, and in violation of California Labor Code §
5 1197 and § 4 of the applicable IWC Wage Order, Defendant has required Plaintiffs and aggrieved
6 employees to work split shifts (i.e., a work schedule that is interrupted by non-paid and non-working
7 time periods scheduled by Defendant that are longer than 30-minutes within the same workday) without
8 paying the required compensation for the split shift in the amount of one hour at the minimum wage
9 for each day that the employee was required to work a split shift.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

12 **[Cal. Lab. Code § 2698, *et seq.*]**

13 ***(Against all Defendant)***

14 49. Plaintiffs incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 48.

16 50. Plaintiffs are “aggrieved employees” within the meaning of California Labor Code §
17 2699(c), and proper representatives to bring a civil action on behalf of themselves and other current
18 and former non-exempt employees of Defendant pursuant to the procedures specified in California
19 Labor Code § 2699.3, because Plaintiffs were employed by Defendant, and one or more of the alleged
20 California Labor Code violations was committed against each Plaintiff during the statute of limitations
21 period.

22 51. Pursuant to California Labor Code § 2699, Plaintiffs seek to recover civil penalties
23 under the PAGA, for Defendant’s violations of the provisions of the California Labor Code and IWC
24 Wage Order alleged herein.

25 52. All civil penalties sought and recovered under this action will be allocated as follows:
26 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiffs and
27 aggrieved employees.

28 53. Plaintiffs additionally seek reasonable attorneys’ fees and costs pursuant to California

1 Labor Code § 2699(g)(1).

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiffs, on behalf of themselves and the State of California, pray for relief
4 against Defendant as follows:

- 5 1. For civil penalties pursuant to California Labor Code § 2699 according to proof;
- 6 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §
7 2699(g)(1), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
8 providing for attorneys' fees and costs; and
- 9 3. For such further relief that the Court may deem just and proper.

10
11 DATED: _____

Respectfully submitted,

12 **GUZMAN & TOKAR LLP**

13
14 By: _____
Marcia Guzman

15 **LAW OFFICES OF SCOTT E. WHEELER**
16 Scott E. Wheeler

17 **THE WAND LAW FIRM, P.C.**
18 Aubry Wand

19 **JOSE GARAY, APLC**
20 Jose R. Garay

21 **MESSRELIAN LAW INC.**
22 Harout Messrelian

23 *Attorneys for Plaintiffs*
24
25
26
27
28

EXHIBIT B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from PAGA Settlement

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed is your payment from the settlement of the lawsuit entitled *Torres, et al. v. Amy's Kitchen, Inc.*, Sonoma County Superior Court, Case No. SCV-270827 (the "Lawsuit"). You are receiving this payment as your share of the Settlement. You have 180 days to cash or deposit the settlement check. If you do not negotiate your settlement check by on or before [REDACTED], those funds will be paid to State of California Department of Industrial Relations Unclaimed Wages Fund.

The Lawsuit was filed against Amy's Kitchen, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that they owe any penalties but nonetheless has agreed to resolve the PAGA claim raised in the Lawsuit without further court action. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties.

The Court approved the Settlement on [REDACTED]. Under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period.

In exchange for this payment, the settlement releases any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the PAGA claim asserted in the operative Complaint, for the period of January 24, 2021 through April 7, 2023.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Sonoma County Superior Court, located at 3055 Cleveland Ave, Santa Rosa, CA 95403, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any questions about this payment, contact the Settlement Administrator at [CONTACT]. Please note that the Settlement Administrator cannot provide tax advice.