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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHRISTOPHER MEJIA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

TP-LINK USA CORPORATION DBA TP-
LINK NORTH AMERICA, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVDS1906246

Honorable David S. Cohn
Department S26

CLASS ACTION

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

Date: July 6, 2022
Time: 9:00 a.m.
Department: S26

Complaint Filed: February 27, 2019
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on July 6, 2022 at 9:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Christopher Mejia ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees and LTL Attorneys LLP
6 appears as counsel for Defendant TP-Link USA Corporation dba TP-Link North America, Inc.
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. The Court hereby grants Plaintiff leave to file the [Proposed] First Amended Class
21 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal.
22 Labor Code § 2698, *Et Seq.* ("First Amended Complaint") which is attached hereto as "**EXHIBIT**
23 **A.**" The First Amended Complaint shall be deemed filed as of the date of the entry of this Order,
24 and shall be the operative complaint in the Action for purposes of Settlement, including the release
25 of claims. Defendant shall file an Answer within ten (10) days of the date the First Amended
26 Complaint is filed. In the event that the Settlement does not become final for any reason, the First
27 Amended Complaint shall be *void ab initio* and the Class Action Complaint for Damages shall be
28 the operative complaint for all purposes unless otherwise ordered by the Court.

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

9 5. The Court preliminarily finds that the Settlement, including the allocations for the
10 Attorneys' Fees and Costs, Enhancement Payment, PAGA Allocation, Administrative Costs, and
11 payments to the Settlement Class Members provided thereby, appear to be within the range of
12 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
13 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
14 preliminarily finds that the monetary settlement awards made available to the Class Members and
15 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
16 outcome of further litigation relating to certification, liability, and damages issues.

17 6. The Court concludes that, for settlement purposes only, the proposed Class meets
18 the requirements for certification under section 382 of the California Code of Civil Procedure in
19 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
23 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
24 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
25 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the
26 representative of the Class.

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1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined
2 as follows:

3 All current and former hourly-paid and/or non-exempt employees who worked for
4 Defendant within the State of California at any time during the period from
5 February 27, 2015 through the date of this Order, excluding persons who have
6 signed individual settlement/ termination and release agreements with Defendant.

7 8. The Court provisionally appoints Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh,
8 and Yasmin Hosseini of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

9 9. The Court provisionally appoints Plaintiff Christopher Mejia as the representative
10 of the Class (“Class Representative”).

11 10. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
12 administration of the Settlement (“Settlement Administrator”).

13 11. Within ten (10) calendar days of the date of this Order, Defendant shall provide the
14 Settlement Administrator with the following information about each Class Member and Aggrieved
15 Employee: full names, last known addresses, Social Security Numbers, start and end dates of
16 employment with Defendant, and number of Class Workweeks and, if applicable, PAGA Pay
17 Periods each individual worked for Defendant within the State of California during the Class
18 Period and/or PAGA Period (collectively referred to as the “Class List”) in conformity with the
19 Settlement Agreement.

20 12. The Court approves, both as to form and content, the Notice of Class Action and
21 PAGA Settlement (“Class Notice”) attached hereto as “**EXHIBIT B.**” The Class Notice shall be
22 provided to Class Members and Aggrieved Employees in the manner set forth in the Settlement
23 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class
24 Members and Aggrieved Employees of all material elements of the Settlement, of Class Members’
25 right to be excluded from the Class Settlement by submitting an opt out request, of Class
26 Members’ and Aggrieved Employees’ right to dispute the Class Workweeks and/or PAGA Pay
27 Periods credited to each of them, and of each Settlement Class Member’s right and opportunity to
28 object to the Class Settlement. The Court further finds that distribution of the Class Notice
substantially in the manner and form set forth in the Settlement Agreement and this Order, and that

all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members and Aggrieved Employees within fifteen (15) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a written Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline for that Class Member will be extended by fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon. However, consistent with applicable law, Aggrieved Employees will not be allowed to exclude themselves from the PAGA Settlement, as well as any judgment that may be entered by the Court if it grants final approval to the Settlement, as it pertains to the PAGA Settlement.

14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department S26 of the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, California 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of

allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, and Administrative Costs.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Administrative Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, a Class Member may submit his or her objection in writing to the Settlement Administrator or directly present his or her objection orally to the Court at the Final Approval Hearing. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

17. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

19. The Court reserves the right to adjourn or continue the date of the Final Approval

1 Hearing and any dates provided for in the Settlement Agreement without further notice to the
2 Class Members and Aggrieved Employees, and retains jurisdiction to consider all further
3 applications arising out of or connected with the Settlement.

4 **IT IS SO ORDERED.**

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6 Dated: _____

By: _____
The Honorable David S. Cohn
Judge of the Superior Court

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EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHRISTOPHER MEJIA, 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.

TP-LINK USA CORPORATION DBA TP-
LINK NORTH AMERICA, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVDS1906246

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
AND ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CAL. 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. (Private
Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CHRISTOPHER MEJIA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“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 San Bernardino. 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 San Bernardino.

PARTIES

5. Plaintiff CHRISTOPHER MEJIA is an individual residing in the State of California.

6. Defendant TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC., 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 San Bernardino.

7. At all relevant times, Defendant TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC., 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 TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC. 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 bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former 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 February 27, 2015 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

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

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during

the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

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

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

d. Whether 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

1 to calculate the regular rate of pay used to calculate the overtime rate for
2 the payment of overtime wages where Plaintiff and the other class
3 members earned commissions, non-discretionary bonuses, non-
4 discretionary monetary and non-monetary incentives, non-discretionary
5 production and/or performance pay, and/or shift differentials and overtime
6 wages in the same workweek;

7 e. Whether Defendants deprived Plaintiff and the other class members of
8 meal and/or rest periods or required Plaintiff and the other class members
9 to work during meal and/or rest periods without compensation;

10 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
11 other class members for all hours worked;

12 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
13 class members within the required time upon their discharge or
14 resignation;

15 h. Whether Defendants failed to timely pay all wages due to Plaintiff and the
16 other class members during their employment;

17 i. Whether Defendants complied with wage reporting as required by the
18 California Labor Code; including, *inter alia*, section 226;

19 j. Whether Defendants kept complete and accurate payroll records as
20 required by the California Labor Code, including, *inter alia*, section
21 1174(d);

22 k. Whether Defendants failed to reimburse Plaintiff and the other class
23 members for necessary business-related expenses and costs;

24 l. Whether Defendants' conduct was willful or reckless;

25 m. Whether Defendants engaged in unfair business practices in violation of
26 California Business & Professions Code section 17200, et seq.;

27 n. The appropriate amount of damages, restitution, and/or monetary penalties
28 resulting from Defendants' violation of California law; and

- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

- a. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employer by certified mail that it does not

1 intend to investigate the alleged violation within sixty (60) calendar days
2 of the postmark date of the Employee's Notice. Upon receipt of the
3 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
4 (65) calendar days of the postmark date of the Employee's Notice, the
5 aggrieved employee may commence a civil action pursuant to California
6 Labor Code section 2699 to recover civil penalties in addition to any other
7 penalties to which the employee may be entitled.

8 22. On September 8, 2021, Plaintiff provided written notice by certified mail to the
9 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to
10 have been violated, including the facts and theories to support the alleged violations. Plaintiff
11 did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of
12 Plaintiff's notice.

13 23. Therefore, the administrative prerequisites under California Labor Code section
14 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
15 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
16 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
17 Commission Wage Orders have been satisfied.

18 **GENERAL ALLEGATIONS**

19 24. At all relevant times set forth herein, Defendants employed Plaintiff and other
20 persons as hourly-paid or non-exempt employees within the State of California, including the
21 County of San Bernardino.

22 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
23 exempt employee, from approximately February 2017 to approximately June 2017, in the State
24 of California, County of San Bernardino.

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

28 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 uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked earned and short, late, interrupted, and/or missed 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 as a result of, *inter alia*, Defendants' requiring Plaintiff and the other class members to perform work off-the-clock.

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

36. 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 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, short, late, or interrupted, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, short, late, or interrupted.

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

38. 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 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest period was missed, short, late, or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed, short, late, or interrupted.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other class members were entitled to receive
2 at least minimum wages for compensation and that they were not receiving at least minimum
3 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
4 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
5 members worked off-the-clock performing work duties.

6 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 all wages owed to them upon discharge or resignation, including overtime and minimum wages
9 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
10 them at the time of their discharge or resignation.

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

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 complete and accurate wage statements in accordance with California law, but, in fact, they did
19 not receive complete and accurate wage statements from Defendants. The deficiencies included,
20 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
21 members, including work performed off-the-clock.

22 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Defendants had to keep complete and accurate payroll records
24 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
25 keep complete and accurate payroll records.

26 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to
28 reimbursement for necessary business-related expenses and costs, including, but not limited to,

costs of complying with Defendants' dress code, and for usage of personal cars for work duties.

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

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

47. During the relevant time period, 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

48. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

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

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

51. 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.

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

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

54. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs including, but not limited to, costs of complying with Defendants' dress code, and for usage of personal cars for work duties.

55. 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.

56. 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 TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC. and DOES 1 through 100)

57. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 56, and each and every part thereof with the same force and effect as though fully set forth herein.

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

59. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and

1 working more than eight (8) hours in a day, more than forty (40) hours in a week, and/or more
2 than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
3 worked in excess of eight (8) hours in a day, more than forty (40) hours in a week, or the first
4 eight (8) hours worked on the seventh day of work in a workweek.

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

8 61. California Labor Code section 510 codifies the right to overtime compensation
9 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
10 in a day or forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day
11 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
12 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
13 of work.

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

17 63. During the relevant time period, Defendants intentionally and willfully failed to
18 pay overtime wages owed to Plaintiff and the other class members.

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

22 65. Pursuant to California Labor Code section 1194, Plaintiff and the other class
23 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
24 attorneys' fees.

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SECOND CAUSE OF ACTION

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

**(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.
and DOES 1 through 100)**

66. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

71. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than

1 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
2 rest period.

3 72. During the relevant time period, Defendants failed to relieve Plaintiff and the
4 other class members of all duties, failed to relinquish control over Plaintiff's and the other class
5 members' activities, failed to permit Plaintiff and the other class members a reasonable
6 opportunity to take, and impeded or discouraged them from taking thirty (30) minute
7 uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at
8 least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later
9 than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
10 automatically deducted meal periods from Plaintiff's and other class members' time records
11 regardless of whether a compliant meal period was taken.

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

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

20 75. During the relevant time period, Defendants failed to pay Plaintiff and the other
21 class members the full meal period premium due pursuant to California Labor Code section
22 226.7.

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

25 77. Pursuant to applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employee's regular rate of compensation for each work day that the
28 meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC. and
DOES 1 through 100)**

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

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

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

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

82. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. Defendants also required Plaintiff and other class members to remain on the premises during rest periods.

83. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

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

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

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

FOURTH CAUSE OF ACTION

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

(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.

and DOES 1 through 100)

87. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

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

89. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties.

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

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

1 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
2 minimum wages.

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

6 **FIFTH CAUSE OF ACTION**

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

8 **(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.**

9 **and DOES 1 through 100)**

10 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 92, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

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

19 95. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiff and the other class members who are no longer employed by Defendants their
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
22 Plaintiff and other class members were not paid at the time of their discharge wages earned and
23 unpaid throughout their employment, including but not limited to, minimum wages for time
24 worked off-the-clock to perform work duties, and for meal and rest period premium payments.

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

28 97. California Labor Code section 203 provides that if an employer willfully fails to

1 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
2 continue as a penalty from the due date thereof at the same rate until paid or until an action is
3 commenced; but the wages shall not continue for more than thirty (30) days.

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

7 **SIXTH CAUSE OF ACTION**

8 **(Violation of California Labor Code § 204)**

9 **(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.**

10 **and DOES 1 through 100)**

11 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 98, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

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

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

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

25 103. During the relevant time period, Defendants intentionally and willfully failed to
26 pay Plaintiff and the other class members all wages due to them, within any time period
27 permissible under California Labor Code section 204.

28 104. Plaintiff and the other class members are entitled to recover all remedies

1 available for violations of California Labor Code section 204.

2 **SEVENTH CAUSE OF ACTION**

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

4 **(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.**

5 **and DOES 1 through 100)**

6 105. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 104, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 106. At all material times set forth herein, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate itemized
11 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
12 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
13 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
14 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
15 dates of the period for which the employee is paid, (7) the name of the employee and his or her
16 social security number, (8) the name and address of the legal entity that is the employer, and (9)
17 all applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate by the employee. The deductions made from payments of wages
19 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
20 year, and a copy of the statement or a record of the deductions shall be kept on file by the
21 employer for at least three years at the place of employment or at a central location within the
22 State of California.

23 107. Defendants have intentionally and willfully failed to provide Plaintiff and the
24 other class members with complete and accurate wage statements. The deficiencies include, but
25 are not limited to: the failure to include the total number of hours worked by Plaintiff and the
26 other class members, including work performed off-the-clock.

27 108. As a result of Defendants' violation of California Labor Code section 226(a),
28 Plaintiff and the other class members have suffered injury and damage to their statutorily-

protected rights.

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

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

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

EIGHTH CAUSE OF ACTION

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

(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.

and DOES 1 through 100)

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

115. As a result of Defendants' violation of California Labor Code section 1174(d),

1 Plaintiff and the other class members have suffered injury and damage to their statutorily-
2 protected rights.

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

7 **NINTH CAUSE OF ACTION**

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

9 **(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.**

10 **and DOES 1 through 100)**

11 117. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 116, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

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

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

20 120. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
21 other class members for all necessary business-related expenses and costs, including, but not
22 limited to, costs of complying with Defendants' dress code, and for usage of personal cars for
23 work duties.

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

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TENTH CAUSE OF ACTION

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

(Against TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.

and DOES 1 through 100)

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

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

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

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

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

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

128. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences February 27, 2015; 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 TP-LINK USA CORPORATION DBA TP-LINK NORTH AMERICA, INC.
and DOES 1 through 100)**

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

130. 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.

131. 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.

132. 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

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

Failing to Provide Meal Periods

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

Failure to Provide Rest Periods

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

Failure to Pay Minimum Wages

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

Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Compliant Wage Statements

139. 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

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

Failure to Reimburse Necessary Business Expenses

141. 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.

142. 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.

143. 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.

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 the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay

all overtime wages due to Plaintiff and the other class members;

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

18. That the Court make an award to Plaintiff and the other class members of one (1)

hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

8 **As to the Sixth Cause of Action**

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all 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: June 14, 2022

LAWYERS for JUSTICE, PC

By: _____



Edwin Aiwanian
Attorneys for Plaintiff

EXHIBIT B

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Christopher Mejia v. TP-Link Corporation dba TP-Link North America, Inc.
Superior Court of California for the County of San Bernardino, Case No. CIVDS1906246

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Class Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Christopher Mejia ("Plaintiff") and Defendant TP-Link USA Corporation dba TP-Link North America, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Mejia v. TP-Link USA Corporation dba TP-Link North America, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1906246 ("Litigation"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"Class" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period, excluding persons who have signed individual settlement/termination and release agreements with Defendant.

"Class Member" means an individual member of the Class.

"Class Period" means the time period from February 27, 2015 to [date of Preliminary Approval].

"PAGA Letter" means the written notice provided to the LWDA via online filing and by certified mail on September 8, 2021 to Defendant of the specific provisions of the alleged Labor Code violations raised through the Litigation.

"PAGA Period" means the time period from September 8, 2020 to [date of Preliminary Approval].

II. BACKGROUND OF THE LAWSUIT

On February 27, 2019, the Litigation was commenced in the San Bernardino County Superior Court, Case No. CIVDS1906246. On [redacted], a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") was filed in the Action, adding a cause of action under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA").

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, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Litigation and/or that it violated any law.

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

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Christopher Mejia as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Class Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Section III below. If you are an Aggrieved Employee, you will automatically receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement; all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit or that Defendant has any liability to Plaintiff, Class Members the State of California, and/or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and Aggrieved Employees. The Court has made no ruling on the merits of the claims in the Litigation and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is five hundred thousand dollars (\$500,000.00) (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 an amount not to exceed 38% of the Gross Settlement Amount and reimbursement of litigation costs and expenses in an amount not to exceed forty thousand dollars (\$40,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed nine thousand dollars (\$9,000.00) to Plaintiff for his services in the matter; (3) penalties pursuant to PAGA in the amount of fifty thousand dollars (\$50,000.00) (“PAGA Allocation”), of which the Labor and Workforce Development Agency (“LWDA”) will be paid 75% and the remaining 25% (i.e., twelve thousand five hundred dollars (\$12,500.00)) will be distributed to Aggrieved Employees and (4) Administrative Costs in an amount not to exceed ten thousand dollars (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid and/or non-exempt employee (“Class Workweeks”), which will be calculated by the Settlement Administrator by determining the first and last date each Class Member worked during the Class Period, calculating the number of workweeks between those two dates, and then adding up the number of workweeks worked by all Class Members. Each Class Member will be credited with at least one (1) Class Workweek.

Aggrieved Employees are eligible to receive payment under the Settlement of their *pro rata* share of 25% of the PAGA

Allocation (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant as an hourly-paid and/or non-exempt employee (“PAGA Pay Period”), which will be calculated by determining the first and last date each Aggrieved Employee worked during the PAGA Period, calculating the number of pay periods between those two dates, and then adding up the number of pay periods worked by all Aggrieved Employees.

Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share and Individual PAGA Payment (if applicable):

- To calculate each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below), the Settlement Administrator has divided the Net Settlement Amount by the total number of Class Workweeks of all Class Members to yield the “Class Workweek Value,” and multiplied each Class Member’s individual Class Workweeks during the Class Period by the Class Workweek Value.
- To calculate each Aggrieved Employee’s estimated Individual PAGA Payment (which is listed in Section III.C below), the Settlement Administrator has divided 25% of the Employee PAGA Amount, i.e., \$12,500, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual PAGA Pay Periods worked during the PAGA Period by the PAGA Workweek Value.

Each Individual Settlement Share will be allocated as 33.33% wages which will be reported on an IRS Form W2 and 66.67% penalties and interest which will be reported on an IRS Form 1099 (if applicable). Individual Settlement Shares will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, to be reported on an IRS Form-1099.

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

B. Your Class Workweeks and/or PAGA Pay Periods Based on Defendant’s Records

According to Defendant’s records, you worked for Defendant as an hourly-paid and/or non-exempt employee in California for:

- [] Class Workweeks from February 27, 2015 to [date of Preliminary Approval].
- [] PAGA Pay Periods from September 8, 2020 to [date of Preliminary Approval].

If you wish to dispute the Class Workweeks and/or PAGA Pay Periods credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Litigation (Action (*Mejia v. TP-Link USA Corporation dba TP-Link North America, Inc.*, Case No. CIVDS1906246), (b) be signed by the Class Member and/or Aggrieved Employee or his or her authorized representative, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) state that the Class Member and/or Aggrieved Employee disputes the number of Class Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number that should be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Class Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her is correct, and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Class Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of PAGA Pay Periods credited to you during the PAGA Period.

- **Your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share.**
- **Your Individual PAGA Payment is estimated to be \$ [REDACTED].**

Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower. Your Individual Settlement Payment and/or Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Releasees of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees (regardless of whether or not they submit a Request for Exclusion from the Class Settlement) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Releasees of all Released PAGA Claims he or she may have or had.

“Released Class Claims” means any and all claims arising from any of the facts alleged in the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code section 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order No. 4-2001, or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

“Released PAGA Claims” means any and all claims arising from any of the facts alleged in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties pursuant to California Labor Code § 2698, et seq. (“PAGA”), for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order No. 4-2001.

“Releasees” means Defendant, and its subsidiaries, affiliates, predecessors or successors in interest, and its officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and/or re-insurers.

E. 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

and reimbursement of litigation costs and expenses in an amount of up to forty thousand dollars (\$40,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the matter on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of nine thousand dollars (\$9,000.00) to him (“Enhancement Payment”), in recognition of his services in connection with the cases. The 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 his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administrative Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed ten thousand dollars (\$10,000.00) (“Administrative 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 disputes of Class Workweeks and/or PAGA Pay Periods, calculating Individual Settlement Shares and Individual PAGA 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.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Releasees for the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or Aggrieved Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Litigation (*Mejia v. TP-Link USA Corporation dba TP-Link North America, Inc.*, Case No. CIVDS1906246); (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion from the Class Settlement will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims, described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated

judgment to be entered by the Court (as it pertains to the Class Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees will not be allowed to exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval to the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Litigation (*Mejia v. TP-Link USA Corporation dba TP-Link North America, Inc.*, Case No. CIVDS1906246); (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and the last four digits of the Social Security of the objecting Class Member; (d) state the specific legal and factual basis for each objection, and; and (e) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 W. 3rd Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administrative Costs to the Settlement Administrator.

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 regardless of whether you submitted an Objection.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find the Court’s most current COVID-19 guidelines online at: <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic> . Please note that there may be deadline to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking “Accept (Civil),” clicking “Civil, Fam law, Sm Cl, Probate,” clicking “Case Number Search,” selecting “CIV” as the Case Type and typing in the Court Case Number “CIVDS1906246” for the Litigation.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find the Court’s most current COVID-19 guidelines online at: <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic> . Please note that there may be deadline to reserve a remote appearance and reservation fees or charges may apply.

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