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Attorneys for Plaintiff

**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,

vs.

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

Defendants.

Case No.: CIVDS1906246

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF YASMIN HOSSEINI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

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

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

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

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

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

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

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

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions, successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, and intervention. She has successfully
26 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to joining Lawyers *for* Justice, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

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

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

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

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

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

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

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

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

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

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

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

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

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

26 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
27 wage-and-hour class action against manufacturer and supplier of power products and services on
28 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

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

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

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

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
13 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by
14 and between Plaintiff, on the one hand, and Defendant TP-Link USA Corporation dba TP-Link
15 North America, Inc. ("TP-Link" or "Defendant"), on the other hand (collectively, the "Parties").
16 The Parties and their counsel have approved the proposed Notice of Class Action and PAGA
17 Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT B**" and
18 respectfully request that the Court approve it as well.

19 9. Based on information provided by Defendant, as of February 2022, the Class is
20 estimated to consist of approximately one hundred and sixty-one (161) individuals.

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

1 11. Class Counsel has litigated the case for over two years and was actively preparing
2 the matter for class certification and trial. The Parties have engaged in extensive settlement
3 negotiations and participated in a formal, full-day mediation conducted by Paul Grossman, Esq. a
4 well-respected mediator experienced in mediating complex labor and employment matters. Prior
5 to and during the mediation and settlement discussions, the Parties exchanged extensive
6 information and engaged in discussions regarding their evaluations of the case and various aspects
7 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
8 Parties of proceeding with class certification and/or representative adjudication, the law relating
9 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
10 law and enforcement, as well as the evidence produced and analyzed, and the possibility of
11 appeals, among other things. During all settlement discussions, the Parties conducted their
12 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
13 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
14 the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to
15 obtain class certification and prevail at trial. After conducting investigations, formal and informal
16 discovery, and exchange of information, extensive settlement negotiations, and with the aid of the
17 mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given
18 the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides
19 that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution
20 of the Released Class Claims of Plaintiff and Settlement Class Members and of the Released
21 PAGA Claims of the State of California and Aggrieved Employees.

22 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
23 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
24 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
25 informal discovery regarding the facts of the case, including and not limited to, the exchange,
26 review, and analysis of thousands of pages of documents and data obtained from Defendant,
27 Plaintiff, and other sources. Class Counsel propounded multiple sets of formal written discovery
28 requests onto Defendant (specifically, Requests for Production of Documents (Sets One and Two),

1 Special Interrogatories (Sets One, Two, and Three), Form Interrogatories – General (Set One))
2 and noticed the depositions of Defendant’s Person Most Knowledgeable and accompanying
3 Requests for Production of Documents. Class Counsel also worked with Plaintiff to review formal
4 written discovery requests propounded on Plaintiff by Defendant. The volume of data and
5 documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff
6 and other Class Members’ employment records, a detailed sampling of Class Members time and
7 pay data, multiple iterations of Defendant’s Employee Handbook, company policy
8 acknowledgements, internal memoranda, job descriptions, Defendant’s operations and
9 employment practices, procedures, and policies, (including but not limited to Defendant’s
10 Warehouse Steel-Toed Shoes Policy, Footwear Authorization Form, Meal Break Waiver – 2nd
11 Meal, Incoming Withholding for Support, Mutual Arbitration Agreement, Employee Mobile
12 Phone Reimbursement policy, Dress Codes and Other Personal Standards policy, Meal and Rest
13 Periods policy, Employee Travel policy, Employee Purchase Program and Policy, Employee
14 Application, Employee Orientation Checklist, Forklift Safety Training Services, Inc. – Written
15 Test, Termination and Release Agreement, Employee Termination Checklist, Defendant’s
16 Organization Charts, Employee Confidentiality & Nondisclosure Policy, Employee
17 Telecommuting Policy Acknowledgement, Harassment Discrimination & Retaliation Prevention
18 Policy Acknowledgement, and Company Policies Acknowledgement), among other information
19 and documents. Class Counsel interviewed Plaintiff and other putative class members to gather
20 facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
21 numerous occasions, e.g., to discuss issues relating to the pleadings, contemplated motion practice,
22 discovery, and the production of documents and data prior to the mediation. Class Counsel also
23 drafted pleadings and the mediation brief and prepared for and attended court proceedings,
24 mediation, and settlement negotiations, among other tasks.

25 13. Counsel for the Parties have also invested time researching and investigating the
26 applicable law, which is constantly evolving as it relates to certification, representative PAGA
27 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
28 Plaintiff’s claims and damages, and Defendant’s defenses thereto, as well as facts discovered.

1 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
2 reasonable.

3 14. The Settlement provides for a Gross Settlement Amount of Five Hundred Thousand
4 Dollars (\$500,000.00). The Net Settlement Amount is the Gross Settlement Amount less the
5 following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class Counsel,
6 Enhancement Payment to Plaintiff, Administrative Costs to Settlement Administrator, and the
7 PAGA Allocation. Assuming that the amounts allocated under the Settlement toward these
8 payments are awarded by the Court, the Net Settlement Amount that will be available for
9 distribution to Settlement Class Members is currently estimated to be Two Hundred One Thousand
10 Dollars (\$201,000.00). Additionally, 25% of the PAGA Allocation, which is \$12,500.00 out of
11 \$50,000.00, will be distributed to Aggrieved Employees. The Net Settlement Amount will be fully
12 distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

13 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
14 Administrator") to handle the notice and settlement administration process. The Parties
15 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
16 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of the
17 Class Members and Aggrieved Employees that Defendant will compile from its records, which
18 will include (1) full names, (2) last known home addresses, (3) Social Security numbers, (4) start
19 and end dates of employment with Defendant, and (5) number of Class Workweeks and, if
20 applicable, PAGA Pay Periods each individual worked for Defendant within the State of California
21 during the Class Period and/or PAGA Period ("Class List"), and the Settlement Administrator will
22 calculate each Class Member's estimated share of the Net Settlement Amount ("Individual
23 Settlement Share") and each Aggrieved Employee's estimated share of the 25% of the PAGA
24 Allocation ("Individual PAGA Payment"). The Settlement Administrator will also receive opt-
25 outs, objections, and disputes regarding Class Workweeks and/or PAGA Pay Periods; provide
26 necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
27 withholdings; prepare and submit informational and other tax filings and documents; issue and
28 transmit all payments provided for by the Settlement, including and not limited to, mailing

1 payments to Class Members and Aggrieved Employees; and perform any other usual and
2 customary duties for administering a class action settlement. Administrative Costs are currently
3 estimated not to exceed Ten Thousand Dollars (\$10,000.00) and will be paid out of the Gross
4 Settlement Amount, subject to approval of the Court.

5 16. Based on investigation and information discovered, Class Counsel believes that
6 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
7 that Defendant, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*,
8 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
9 periods and to pay associated premium pay, failed to timely pay wages during employment and
10 upon termination of employment, failed to provide compliant wage statements, failed to maintain
11 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
12 engaged in unfair business practices and conduct giving rise to civil penalties recoverable under
13 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
14 also asserted that Class Members and Aggrieved Employees were expected to perform similar job
15 duties and were subject to the same or similar operations and employment policies, practices, and
16 procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect
17 to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the
18 time period at issue. As a result of said alleged uniform practices, Plaintiff claims that Class
19 Members and Aggrieved Employees were not paid all of the compensation that was owed to them
20 by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would
21 be determined by Defendant's uniform operations and employment practices, policies, and
22 procedures that Plaintiff alleges applied across Defendant's hourly-paid or non-exempt employees
23 in California during the relevant time period.

24 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
25 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
26 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
27 and the difficulties and delays inherent in such litigation, including those involved in class
28 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the

1 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
2 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
3 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
4 mediator, who is experienced and well-regarded in complex labor and employment matters.

5 18. Defendant, on the other hand, denied and continues to deny any liability and
6 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
7 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
8 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
9 also had the opportunity to interview witnesses and review documents and information relating to
10 Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and
11 Defendant's operations and employment policies, practices, and procedures. The Parties also
12 reviewed and analyzed a volume of documents and data, including but not limited to a detailed
13 sampling of Class Members' and Aggrieved Employees' time and pay information, to determine
14 the potential value and strength of the claims. The available information enabled Class Counsel
15 to assess and value the class and PAGA claims and prepare violation, damages, and penalties
16 analyses and models. Accordingly, the Parties have conducted adequate investigation and
17 discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and
18 to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness.
19 The Parties have agreed that the matter is well-suited for settlement given the legal issues relating
20 to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
21 litigation. The Settlement takes into account the strengths and weaknesses of each side's position
22 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

23 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
24 in an amount of up to thirty-eight percent (38%) of the Gross Settlement Amount, or \$190,000.00,
25 ("Attorneys' Fees") and reimbursement of litigation costs and expenses of up to Forty Thousand
26 Dollars (\$40,000.00), which represents all past and future litigation costs and expenses necessary
27 to prosecute, settle and administer the Litigation and this Settlement ("Litigation Costs").
28 Attorneys' Fees together with Litigation Costs, are referred to as "Attorneys' Fees and Costs."

Any Attorneys' Fees or Litigation Costs will be paid out of the Gross Settlement Amount subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Nine Thousand Dollars (\$9,000.00) to Plaintiff as an Enhancement Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to an Individual Settlement Payment and Individual PAGA Payment for services performed in the matter on behalf of the Class and State of California.

ESTIMATE OF THE VALUE OF THE CLAIMS

21. Plaintiff's action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contend that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL")) and gives rise to civil penalties recoverable under PAGA.

22. Based on data provided by Defendant, the total number of putative class members during the period from February 27, 2015 to August 18, 2021 ("relevant time period") was estimated to be approximately one hundred eighty-five (185) individuals who worked a total of 16,304 workweeks with an average hourly rate of pay of \$17.17.

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23. Plaintiff contended that Defendant required putative class members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and required putative class members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that putative class members were required to remain on premises during rest breaks, readily available to perform work, to finish orders and assigned work on time, and answer questions from both supervisors and coworkers, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class members for necessary business expenses, including, but not limited to, the costs for usage of personal cars for work duties and the costs of complying with Defendant's dress code.

24. Class Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid putative class members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiff and putative class members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing

employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

25. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

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



Yasmin Hosseini

EXHIBIT 1

1 Plaintiff Christopher Mejia (“Plaintiff”), on his own behalf and on behalf of all members of
2 the Class, as defined below, on the one hand, and Defendant TP-Link USA Corporation dba TP-Link
3 North America, Inc. (“TP-Link” or “Defendant”) on the other hand (collectively, the “Parties”) by
4 and through their respective counsel, hereby stipulate and agree as follows:

5 **I. DEFINITIONS**

6 **A. Administrative Costs.** The term “Administrative Costs” as used herein means the
7 amount not to exceed ten thousand dollars (\$10,000.00) to be paid from the Gross Settlement Amount,
8 subject to approval by the Court, to the Settlement Administrator for all costs and expenses due to the
9 Settlement Administrator in connection with its administration of the Settlement, including, but not
10 limited to, distribution of the Class Notice, calculating the final number of Class Workweeks and
11 PAGA Pay Periods for purposes of payments under the Settlement, locating Class Members and
12 Aggrieved Employees, processing Requests for Exclusion, disputes, and objections, tax calculations
13 and reporting, and administering and distributing payments under the Settlement.

14 **B. Aggrieved Employees.** The term “Aggrieved Employees” as used herein means all
15 current and former hourly-paid and/or non-exempt employees who worked for Defendant within the
16 State of California at any time during the PAGA Period.

17 **C. Attorneys’ Fees.** The term “Attorneys’ Fees” as used herein means attorneys’ fees
18 approved by the Court for Class Counsel’s litigation and resolution of the Litigation, as set forth in
19 Paragraph XIII below.

20 **D. Class Counsel.** The term “Class Counsel” as used herein means Edwin Aiwazian,
21 Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, P.C., who will seek to
22 be appointed as counsel for the Class. The term Class Counsel shall be used synonymously with the
23 term “Plaintiff’s Counsel”.

24 **E. Class List.** The term “Class List” as used herein means a list with the Class
25 Members’ and Aggrieved Employees’ full names, last known home addresses, Social Security
26 Numbers, start and end dates of employment with Defendant, and number of Class Workweeks and,
27 if applicable, PAGA Pay Periods each individual worked for Defendant within the State of California
28 during the Class Period and/or PAGA Period.

1 **F. Class or Class Members.** The term “Class” as used herein means all current and
2 former hourly-paid and/or non-exempt employees who worked for Defendant within the State of
3 California at any time during the Class Period, excluding persons who have signed individual
4 settlement/termination and release agreements with Defendant. The term “Class Member” means an
5 individual member of the Class.

6 **G. Class Notice.** The term “Class Notice” as used herein means the Notice of Class
7 Action and PAGA Settlement, substantially in the form attached as “**Exhibit B.**”

8 **H. Class Period.** The term “Class Period” as used herein means the time period from
9 February 27, 2015 to the Preliminary Approval Date.

10 **I. Class Settlement.** The term “Class Settlement” as used herein means the settlement
11 and resolution of the Released Class Claims.

12 **J. Court.** The term “Court” as used herein means the Superior Court of the State of
13 California for the County of San Bernardino.

14 **K. Defendant.** The term “Defendant” as used herein means TP-Link USA Corporation
15 dba TP-Link North America, Inc.

16 **L. Defense Counsel.** The term “Defense Counsel” shall mean and refer to LTL Attorneys
17 LLP for Defendant TP-Link USA Corporation dba TP-Link North America, Inc.

18 **N. Effective Date.** The term “Effective Date” shall mean the date by which this
19 Agreement is approved by the Court by entry of the judgment and the judgment becomes final with
20 respect to the Litigation. The “Effective Date” shall be the date when the later of the following events
21 occurs: (a) the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement
22 has elapsed without any appeal, writ, or other appellate proceeding having been filed in the Litigation;
23 (b) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally
24 and conclusively with no right by any appellant or objector to pursue further remedies or relief in the
25 Litigation; or (c) any appeal, writ, or other appellate proceeding has upheld the Court’s judgment with
26 no right by any appellant or objector to pursue further remedies or relief in the Litigation. It is the
27 intention of the Parties that the Settlement shall not become effective until the Court’s judgment
28 granting Final Approval of the Settlement is completely final, and no further recourse exists by an

1 appellant or objector who seeks to contest the Settlement. The occurrence of the Effective Date is a
2 prerequisite of any obligation of Defendant to pay any funds under the Settlement.

3 **O. Enhancement Payment.** The term “Enhancement Payment” as used herein means
4 the amount to be paid to Plaintiff Christopher Mejia in recognition of his effort and work in
5 prosecuting the Litigation on behalf of Class Members and Aggrieved Employees and in exchange
6 for a general release, as set forth in Section VII.B. below.

7 **P. Final Approval.** The terms “Final Approval Order and Judgment” or “Final
8 Approval” as used herein mean the formal order and judgment entered by the Court after the Final
9 Approval Hearing in accordance with the terms herein, approving this Agreement.

10 **Q. Gross Settlement Amount.** The term “Gross Settlement Amount” as used herein
11 means the sum of Five Hundred Thousand Dollars (\$500,000.00) to be paid by Defendant, subject to
12 Section XI.A. below, in full resolution of all Released Class Claims and Released PAGA Claims
13 against the Releasees, as defined below, and the Lawsuit, which includes all Court-approved
14 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Allocation, Net Settlement Amount
15 (which includes the employee’s share of taxes and withholdings with respect to the wages portion of
16 the Individual Settlement Shares), and Administrative Costs. This amount is all-inclusive of all
17 payments to be made by Defendant contemplated by this Agreement, excluding any employer-side
18 payroll taxes.

19 **R. Individual PAGA Payment.** The term “Individual PAGA Payment” means the
20 amount payable to each Aggrieved Employee from the 25% portion of the Employee PAGA Amount
21 that is allocated to Aggrieved Employees, as provided in Section XI.B.

22 **S. Individual Settlement Payment.** “Individual Settlement Payment” means the net
23 payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the
24 employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement
25 Share allocated as wages, as provided in Section XI.A.2. below.

26 **T. Individual Settlement Shares.** The term “Individual Settlement Shares” as used
27 herein means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible
28 to receive under the Settlement Agreement, to be calculated in accordance with Section XI.A. below.

1 **U. Litigation.** The term “Litigation” as used herein means the action of *Christopher*
2 *Mejia v. TP-Link USA Corporation dba TP-Link North America, Inc.*, San Bernardino County
3 Superior Court Case No. CIVDS1906246.

4 **V. Litigation Costs.** The term “Litigation Costs” as used herein means all actual costs
5 incurred and to be incurred by Class Counsel in the Litigation, as set forth in Section XIII.A. below.

6 **W. Net Settlement Amount.** The term “Net Settlement Amount” or “NSA” as used
7 herein means the portion of the Gross Settlement Amount that is available for distribution to
8 Settlement Class Members, which is the Gross Settlement Amount minus any award of Attorneys’
9 Fees and Costs, Administrative Costs, Enhancement Payment, and PAGA Allocation, as defined
10 herein.

11 **Y. Objection.** The term “Objection” as used herein means a written letter submitted
12 by a Class Member objecting to the Class Settlement or any term thereof. The Objection must: (a)
13 contain the case name and number of the Litigation, (b) be signed by the Class Member or his or her
14 authorized representative, (c) contain the full name, address, telephone number, and the last four digits
15 of the Social Security of the objecting Class Member, (d) state the specific legal and factual basis for
16 each objection, and (e) be returned by mail to the Settlement Administrator at the specified address,
17 postmarked on or before the Response Deadline.

18 **Z. Operative Complaint.** The term “Operative Complaint” or “First Amended
19 Complaint” as used herein means the contemplated First Amended Class Action Complaint for
20 Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et
21 Seq., attached hereto as “**Exhibit A**”.

22 **AA. PAGA Allocation.** The term “PAGA Allocation” as used herein means the amount
23 of fifty thousand dollars (\$50,000.00) from the Gross Settlement Amount that will be allocated
24 towards penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et*
25 *seq.*, of which seventy-five percent (75%), or \$37,500.00, will be paid to the Labor and Workforce
26 Development Agency (“LWDA Payment”) and twenty-five percent (25%) or, \$12,500.00, will be
27 distributed to Aggrieved Employees (“Employee PAGA Amount”).

28 **CC. PAGA Letter.** The term “PAGA Letter” as used herein means the written notice

provided to the Labor and Workforce Development Agency (“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.

DD. PAGA Pay Periods. The term “PAGA Pay Periods” refers to any pay periods occurring during the PAGA Period in which an Aggrieved Employee worked, which information will be provided to the Settlement Administrator by Defendant. These pay periods are to be determined using the first and last date each Aggrieved Employee worked during the PAGA Period and calculating the number of pay periods between those two dates. Each Aggrieved Employee will be credited with at least one (1) PAGA Pay Period.

EE. PAGA Period. The term “PAGA Period” as used herein means the time period from September 8, 2020 to the Preliminary Approval Date.

FF. PAGA Settlement. The term “PAGA Settlement” as used herein means the settlement and resolution of the Released PAGA Claims.

GG. Plaintiff or Class Representative. The term “Plaintiff” or “Class Representative” as used herein means Christopher Mejia.

HH. Preliminary Approval. The term “Preliminary Approval” as used herein means entry of an order by the Court ordering preliminary approval of the Settlement, including an order as to the mailing of the Class Notice, the time, date, and place of the hearing on Final Approval of the Settlement (“Final Approval Hearing”), and any other matters deemed necessary in connection with the Court’s determination of whether or not to grant Final Approval. The date that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval Date.”

II. Released Class Claims. The term “Released Class Claims” as used herein 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,

1 failure to timely pay wages during employment, failure to maintain requisite payroll records, failure
2 to reimburse necessary business expenses, unfair or unlawful business practices in violation of
3 California Business and Professions Code § 17200, et seq., and any violation or breach of the
4 California Labor Code arising from or related to the conduct alleged, including without limitation,
5 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,
6 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, including and not limited
7 to, Wage Order No. 4-2001, or any other state statute, rule and/or regulation, or similar causes of
8 action arising from or relating to the conduct alleged.

9 **JJ. Released PAGA Claims.** The term “Released PAGA Claims” as used herein means
10 any and all claims arising from any of the facts alleged in the Operative Complaint and/or PAGA
11 Letter, arising during the PAGA Period, for civil penalties pursuant to California Labor Code § 2698,
12 et seq. (“PAGA”), for failure to pay overtime wages, failure to pay minimum wages, failure to provide
13 compliant meal periods and associated premium pay, failure to provide compliant rest periods and
14 associated premium pay, failure to provide compliant wage statements, failure to timely pay wages
15 upon termination of employment, failure to timely pay wages during employment, failure to maintain
16 requisite payroll records, failure to reimburse necessary business expenses, and any violation or
17 breach of the California Labor Code arising from or related to the conduct alleged, including without
18 limitation, violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552,
19 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders,
20 including and not limited to, Wage Order No. 4-2001.

21 **KK. Releasees.** The term “Releasees” as used herein means Defendant and its subsidiaries,
22 affiliates, predecessors or successors in interest, and its officers, directors, shareholders, employees,
23 attorneys, agents, assigns, insurers, and/or re-insurers.

24 **LL. Response Deadline.** The term “Response Deadline” as used herein means the
25 deadline by which Class Members must submit a Request for Exclusion, Objection, and/or dispute of
26 the Workweeks and/or PAGA Pay Periods credited to them, which will be the date that is forty-five
27 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless
28 the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be

1 extended to the next day on which the U.S. Postal Service is open. In the event that the Class Notice
2 is re-mailed to a Class Member, the Response Deadline for that Class Member will be extended by
3 fifteen (15) calendar days.

4 **MM. Request for Exclusion.** The term “Request for Exclusion” as used herein means a
5 written letter submitted by a Class Member indicating a request to be excluded from the Class
6 Settlement. The Request for Exclusion must: (a) contain the case name and number of the Litigation;
7 (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name,
8 address, telephone number, and the last four digits of the Social Security Number of the Class Member
9 requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the
10 Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address,
11 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
12 envelope on the submission will be the exclusive means to determine whether a Request for
13 Exclusion has been timely submitted. A Class Member who does not submit a timely and valid
14 Request for Exclusion will be deemed a Settlement Class Member and will be bound by all the terms
15 of the Class Settlement, if the Settlement is granted Final Approval by the Court. However,
16 consistent with applicable law, Aggrieved Employees will not be allowed to exclude themselves from
17 the PAGA Settlement, as well as any judgment that may be entered by the Court if it grants final
18 approval to the Settlement, as it pertains to the PAGA Settlement.

19 **NN. Settlement.** The term “Settlement” or “Settlement Agreement” or “Agreement” as
20 used herein means the terms and conditions set forth in this Joint Stipulation of Class Action and
21 PAGA Settlement.

22 **OO. Settlement Administrator.** The term “Settlement Administrator” as used herein
23 means Simpluris, Inc. which will be responsible for the administration of the Settlement, as defined
24 below, and all related matters.

25 **PP. Settlement Class or Settlement Class Members.** The term “Settlement Class” as
26 used herein means all Class Members who do not submit a valid and timely Request for Exclusion
27 from the Class Settlement. The term “Settlement Class Member” is an individual member of the
28 Settlement Class.

1 **QQ. Class Workweeks.** The term “Class Workweeks” refers to the number of weeks each
2 Class Member worked for Defendant in California during the Class Period, which information will
3 be provided to the Settlement Administrator by Defendant. Class Workweeks are to be determined
4 by using the first and last date each Class Member worked during the Class Period and calculating
5 the number of workweeks between those two dates. Each Class Member will be credited with at least
6 one (1) Class Workweek.

7 **II. BACKGROUND**

8 **A.** In the Litigation, the Plaintiff alleges, *inter alia*, on behalf of himself and all others
9 similarly situated, that Defendant violated California Labor Code and Industrial Welfare Commission
10 Wage Orders, and the California *Business and Professions Code* Section 17200 *et seq.*, as a result of
11 Defendant’s California wage and hour policies and practices. Specifically, Plaintiff alleges that
12 Defendant failed to pay its employees all minimum wages owed, pay its employees all overtime owed,
13 failed to provide compliant meal breaks (including first and second meal breaks) and associated
14 premiums, failed to provide compliant rest breaks each day based on the hours worked by each
15 employee and associated premiums, and failed to provide reimbursement for necessary expenses
16 incurred in the course and scope of employment. Plaintiff further alleges that the aforementioned
17 resulted in the employees receiving inaccurate wage statements, the underpayment of wages and the
18 untimely payment of wages to employees during employment and upon termination and/or
19 resignation of employment, and Defendant failing to maintain complete and accurate payroll records.
20 The Parties agree that Plaintiff will seek leave to amend the Class Action Complaint for Damages to
21 add a PAGA cause of action, as set forth in Section I.Z. above.

22 **B.** Class Counsel conducted discovery that yielded information and documentation
23 concerning the claims set forth in the Litigation, such as Defendant’s policies and procedures
24 regarding the payment of wages, the provision of meal and rest breaks, time keeping policies,
25 including recording hours, reimbursement of expenses, issuance of wage statements, and providing
26 all wages owed at separation, as well as information regarding the number of putative class members
27 and the mix of current versus former employees, the wage rates in effect, and length of employment
28 for the average putative Class Member.

1 **C.** Plaintiff and Class Counsel have engaged in good faith, arm's length negotiations with
2 Defendant concerning possible resolution of the claims asserted in the Litigation. The Parties
3 participated in a mediation before Paul Grossman, Esq. ("Mediator") on August 11, 2020. The
4 mediation did not yield a settlement. The Parties participated in a second mediation before the
5 Mediator on August 20, 2021, although the second mediation did not result in an immediate
6 settlement, through the Mediator's proposal (accepted by the Parties), the Parties were able to reach
7 a tentative settlement of the Litigation, subject to the approval of the Court. The Parties have now
8 entered into this more detailed, formalized Settlement Agreement for submission to the Court for
9 Preliminary and Final Approval.

10 **D.** Class Counsel has conducted an investigation of the law and facts relating to the claims
11 asserted in the Litigation and have concluded, taking into account the sharply contested issues
12 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation
13 through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of
14 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
15 by Plaintiff, Class Members, the State of California and Aggrieved Employees pursuant to this
16 Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair,
17 reasonable, adequate, and in the best interests of the Class, Aggrieved Employees, and the State of
18 California. Plaintiff, on his own behalf and on behalf of the Class Members, Aggrieved Employees,
19 and the State of California, has agreed to settle the Litigation with Defendant on the terms set forth
20 herein.

21 **E.** The Parties agree that Plaintiff will seek leave to amend to permit Plaintiff to file a
22 First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act,
23 California Labor Code § 2698, Et Seq. (i.e., the First Amended Complaint), in the form attached
24 hereto as "**Exhibit A.**" It is the Parties' intent and desire that the First Amended Complaint shall be
25 deemed filed and served as of the Preliminary Approval Date.

26 **F.** Defendant has concluded that, because of the substantial expense of defending against
27 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
28 involved, and the concomitant disruption to its business operations, it is in Defendant's best interests

1 to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted
2 against it in the Litigation. However, Defendant nevertheless desires to settle the Litigation for the
3 purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose
4 of putting to rest the controversies engendered by the Litigation.

5 **G.** This Agreement is intended to and does effectuate the full, final and complete
6 resolution of all allegations and claims that were asserted, or could have been asserted, in the
7 Litigation by Plaintiff, Class Members, and Aggrieved Employees, as outlined below.

8 **III. JURISDICTION**

9 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation
10 includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court
11 to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the
12 Settlement and after the Court has ordered the entry of judgment, pursuant to California *Code of Civil*
13 *Procedure* Section 664.6 the Court shall retain jurisdiction of this Litigation solely for the purpose of
14 interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

15 **IV. AMENDMENT OF THE COMPLAINT**

16 As part of the Settlement embodied in this Agreement, the Parties stipulate to Plaintiff seeking
17 and being granted leave to file the contemplated First Amended Class Action Complaint for Damages
18 and Enforcement under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq.) (i.e.,
19 First Amended Complaint or Operative Complaint), to assert, in addition to the claims asserted in the
20 Original Complaint, a cause of action for violation of PAGA (Labor Code section 2698 et seq.) on
21 behalf of Plaintiff and aggrieved employees defined as “all current and former hourly-paid or non-
22 exempt employees who worked for Defendant.” The cause of action for violation of PAGA shall be
23 consistent with the allegations in the September 8, 2021 letter to the LWDA on behalf of Plaintiff.
24 The Parties will execute and submit a stipulation regarding the filing of the First Amended Complaint
25 with the Court and/or leave to file the First Amended Complaint will be sought by way of the motion
26 for preliminary approval, whichever facilitates obtaining preliminary approval of the Settlement the
27 soonest. All material allegations in the First Amended Complaint shall be deemed denied by
28 Defendant without the necessity of Defendant filing an Answer to the First Amended Complaint or

any other pleading in the Litigation.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of this Class for purposes of the Settlement only. This Stipulation is contingent upon the preliminary and final approval and certification of the class only for purposes of the Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves the right to oppose class certification and/or proactively move to deny certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

A. Plaintiff will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Class Action and PAGA Settlement, which is attached hereto as **Exhibit “B.”**, and including certification of the Class for settlement purposes only.

B. Class Counsel will prepare the motion for preliminary approval; on the same date on which it is filed with the Court, Class Counsel shall concurrently submit the motion and supporting papers to the LWDA in compliance with Labor Code section 2698 *et seq.* (PAGA).

VI. STATEMENT OF NO ADMISSION

A. Defendant denies liability to Plaintiff and to the Class on any and all claims, theories, and/or causes of action asserted or that could have been asserted. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Litigation.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,

1 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
2 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or
3 any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported
4 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or
5 executive order, or any obligation or duty at law or in equity, or for any other purpose.
6 Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that
7 has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders
8 or judgments of the Court entered in connection with the Settlement. The Parties may also submit the
9 motion for preliminary approval and Settlement Agreement to the LWDA for the purposes of securing
10 approval of the Settlement.

11 **C.** None of the documents produced or created by Plaintiff, Class Members, or Aggrieved
12 Employees in connection with the settlement procedures or settlement-related dispute resolution
13 procedures constitute, and they are not intended to constitute, an admission by Defendant of any
14 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or
15 any obligation or duty at law or in equity.

16 **D.** The Parties agree that class certification pursuant to California *Code of Civil*
17 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in
18 this Agreement will be construed as an admission or acknowledgement of any kind that any class
19 should be certified or given collective treatment in the Litigation or in any other action or proceeding.
20 Further, neither this Agreement nor the Court's actions with regards to this Agreement will be
21 admissible in any court or other tribunal regarding the propriety of class certification or collective
22 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
23 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited
24 or affected in any way any claims, rights or remedies in the Litigation, and Defendant will not be
25 deemed to have waived, limited, or affected in any way any of its objections or defenses in the
26 Litigation.

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1 **VII. WAIVER, RELEASE, AND CONFIDENTIALITY**

2 **A. Release of Claims as to Settlement Class Members and Aggrieved Employees.**

3 1. Upon the Effective Date, for the Class Period, Plaintiff Christopher Mejia and
4 all Class Members who did not submit a valid and timely Request for Exclusion from the Class
5 Settlement (i.e., Settlement Class Members) will be deemed to have waived, released, and discharged
6 each and all of the Releasees from the Released Class Claims.

7 2. The Parties acknowledge and agree that in light of the binding nature of a
8 PAGA judgment on non-party employees pursuant to *Arias v. Superior Court*, 46 Cal.4th 969, and
9 *Cardenas v. McClane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan 31, 2011), upon the
10 Effective Date, for the PAGA Period, individuals otherwise meeting the definition of Aggrieved
11 Employees who exclude themselves from the Class Settlement nonetheless shall be bound by the
12 judgment on the Released PAGA Claims (i.e., PAGA Settlement) and will receive their proportionate
13 share of the Employee PAGA Amount (i.e., Individual PAGA Payment) based on the number of
14 PAGA Pay Periods they were employed by Defendant during the PAGA Period. An excluded Class
15 Member will otherwise not participate in or be bound by the Class Settlement and the judgment on
16 the class claims. Accordingly, upon the Effective Date, all Aggrieved Employees shall be deemed to
17 have fully, finally, and forever released, relinquished, and discharged each and all of the Releasees
18 from the Released PAGA Claims.

19 3. The releases in this Agreement are not intended to include, and in fact exclude,
20 workers' compensation claims or claims that cannot be released by law. Nothing in this agreement
21 is intended to prevent or restrict discussion or disclosure of factual information regarding sexual
22 assault, sexual harassment, harassment, discrimination, failure to prevent an act of workplace
23 harassment or discrimination, and/or an act of retaliation against a person for reporting or opposing
24 harassment or discrimination.

25 **B. General Release by Plaintiff Only.**

26 1. In addition to the release above, upon the Effective Date, Plaintiff makes the
27 additional following general release of all claims, known or unknown. Upon the Effective Date,
28 Plaintiff releases the Releasees from all claims, demands, rights, liabilities and causes of action of

1 every nature and description whatsoever, from the beginning of time to the Effective Date, known or
2 unknown, asserted or that could have been asserted prior to the Effective Date, arising out of, relating
3 to, or in connection with any act or omission by or on the part of any or all Releasees.

4 2. Without limiting the generality of the foregoing, upon the Effective Date,
5 Plaintiff expressly releases all claims or rights against Releasees arising out of or relating to alleged
6 violations of any contracts, express or implied (including but not limited to any contract of
7 employment); any contract or covenant of good faith and fair dealing (express or implied); and tort,
8 including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage,
9 unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and
10 alleged “off the clock” work under federal and state law, including California Labor Code Sections
11 204 and 558, waiting time penalties pursuant to California Labor Code Section 203, damages or
12 penalties pursuant to California Labor Code Section 226, meal period and rest break payments
13 pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage
14 statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to
15 California Labor Code Sections 210, unfair competition and unfair business practices pursuant to
16 business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to California Civil
17 Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to
18 attorneys’ fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*,
19 claims under the Private Attorneys General Act of 2004, Labor Code Section 2699 *et seq.*, and the
20 alleged violation or breach of any other state or federal statute, rule and or regulation; including all
21 applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including
22 but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys’ fees
23 in connection with any of the foregoing, negligent infliction of emotional distress, intentional
24 infliction of emotional distress and defamation; any “wrongful discharge,” “constructive discharge,”
25 and “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on
26 Defendant’s rights to discharge employees; and any federal, state, or other governmental statute,
27 regulation, or ordinance, including without limitation: (1) Title VII of the Civil Rights Act of 1964
28 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for

1 reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act,
2 29 U.S.C. 209(d)(1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.*
3 (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*
4 (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code
5 § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including
6 discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability,
7 marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or
8 harassment); (7) California Family Rights Act, Cal. Government Code § 12945 *et seq.*
9 (family/medical leave); (8) California Labor Code, or any Industrial Welfare Commission Wage
10 Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or
11 harassment); (10) Executive Order 11141 (age discrimination); (11) the Fair Labor Standards Act;
12 and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.*(employee benefits).

13 With respect to the general release, Plaintiff stipulates and agrees that, upon the Effective
14 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
15 permitted by law, all provisions, rights and benefits afforded by Section 1542 of the California Civil
16 Code and does so understanding and acknowledging the significance of the waiver of Section 1542,
17 or any other similar provision under federal or state law, which provides:

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

22 Plaintiff understands and agrees that claims or facts in addition to or different from those
23 which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's
24 intention to, upon the Effective Date, settle fully and release all claims he now has against the
25 Releasees, whether known or unknown, suspected or unsuspected. The Enhancement Payment will
26 be paid to Plaintiff specifically in exchange for the general release of the Releasees from all claims,
27 including those specified in this Section and a covenant not to sue the Releasees. Notwithstanding the
28 above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits,

1 claims for unemployment benefits, or other claims that may not be released by law.

2 **C. Publicity.**

3 Plaintiff and Class counsel agree that they will not engage in publicity regarding the Litigation
4 or the Settlement. Plaintiff will state that “the case has resolved subject to Court approval” in response
5 to any inquiries regarding the Litigation or the Settlement. Class Counsel shall not report the
6 Litigation or the Settlement in any medium or in any publication, shall not post or report anything
7 regarding the claims of Plaintiff, the Class Members, Aggrieved Employees or the Settlement on their
8 website, and shall not contact any reporters or media regarding the Settlement. Despite this provision,
9 Class Counsel can discuss the Litigation or the Settlement with the Court and LWDA for purposes of
10 obtaining Preliminary and Final Approval. Notwithstanding the foregoing, nothing in this Settlement
11 Agreement shall restrict Class Counsel from disclosing and including all publicly available
12 information regarding this case and the settlement in any documents filed with any court and/or
13 judicial submissions (e.g., CV’s, declarations regarding adequacy or experience, etc.). Furthermore,
14 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA
15 in conformity with PAGA.

16 **VIII. SETTLEMENT ADMINISTRATOR**

17 Plaintiff and Defendant, through their respective counsel, have selected Simpluris, Inc. as the
18 Settlement Administrator to administer the Settlement, which includes but is not limited to
19 distributing and responding to inquiries about the Class Notice, receiving and processing Requests
20 for Exclusion to the Class Settlement, disputes regarding Class Workweeks and/or PAGA Pay
21 Periods, and Objections to the Class Settlement, and calculating all amounts to be paid Class
22 Members, Settlement Class, and Aggrieved Employees. Charges and expenses of the Settlement
23 Administrator, estimated not to exceed \$10,000.00, will be paid from the Gross Settlement Amount,
24 subject to approval by the Court. If the actual Administrative Costs are less than the maximum
25 amount allocated under this Settlement Agreement, the difference between the actual and estimated
26 Settlement Administrator fees will remain part of the Net Settlement Amount for distribution to the
27 Settlement Class Members. The Parties and their counsel each represent that they do not have any
28 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement

1 Administrator that could create a conflict of interest.

2 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

3 **A. Notice**

4 1. Plaintiff and Defendant, through their respective attorneys, have jointly
5 prepared a Class Notice, which in substance will be provided to the Class Members as follows:

6 2. Within ten (10) calendar days after the Preliminary Approval Date, Defendant
7 will provide the Class List to the Settlement Administrator. Defendant further agrees to consult with
8 the Settlement Administrator prior to the production date to ensure that the format will be acceptable
9 to the Settlement Administrator.

10 3. Within fifteen (15) calendar days of the receipt of the Class List from Defendant,
11 the Settlement Administrator shall run all the addresses provided through the United States Postal
12 Service NCOA database (which provides updated addresses for any individual who has moved in the
13 previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current
14 address information, and shall mail the Class Notice in English and Spanish to the Class Members via
15 first-class regular U.S. Mail using their most current mailing address information available.

16 4. The Class Notice will inform Class Members of their rights under the
17 Settlement and the Response Deadline for submitting a Request for Exclusion from the Class
18 Settlement, Objection to the Class Settlement, and/or dispute of the Class Workweeks and/or PAGA
19 Pay Periods credited to them to the Settlement Administrator. The Class Notice will also include
20 information regarding the nature of the Litigation; a summary of the terms of the Settlement; the
21 definition of the Class; a statement that the Court has preliminarily approved the Settlement; the
22 nature and scope of the claims being released; Defendant's calculation of the number of eligible Class
23 Workweeks that each Class Member has worked as an employee of Defendant in California at any
24 time during the Class Period; Defendant's calculation of the number of eligible PAGA Pay Periods
25 that each Aggrieved Employee has worked as an employee of Defendant in California at any time
26 during the PAGA Period (if applicable); the procedures and time period for objecting to the Class
27 Settlement, requesting exclusion from the Class Settlement, and/or disputing the number of Class
28 Workweeks and/or PAGA Pay Periods provided in the Notice; the date and location of the Final

1 Approval Hearing; and each Class Member's and/or Aggrieved Employee's estimated Individual
2 Settlement Share and, if applicable, Individual PAGA Payment.

3 5. For each Class Member, the Class Notice will identify the number of Class
4 Workweeks that he or she was employed. For each Class Member that is also an Aggrieved Employee,
5 the Class Notice will also identify the number of PAGA Pay Periods that he or she was employed.
6 The Class Notice will also inform the Class Members of their right to dispute the Class Workweeks
7 and/or PAGA Pay Period number(s) by submitting a written dispute to the Settlement Administrator
8 within forty-five (45) calendar days of the postmark date of the Class Notice. Absent the receipt of a
9 timely Workweek Dispute as to the number of Class Workweeks and/or PAGA Pay Periods identified
10 in the Class Notice, the Class Workweeks and/or PAGA Pay Periods stated in the Class Notice shall
11 be deemed accurate.

12 6. If a Class Notice is returned from the initial notice mailing on or before the
13 Response Deadline, the Settlement Administrator will submit the applicable and available
14 information, including name, Social Security number, and original mailing address, to a company that
15 specializes in address skip tracing in an attempt to locate a more current address. If the Settlement
16 Administrator is successful in locating a new address, it will re-mail the Class Notice to the Class
17 Member and/or Aggrieved Employee. Further, any Class Notices returned with a forwarding address
18 to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the
19 forwarding address affixed thereto.

20 7. No later than twenty-five (25) calendar days before the Final Approval
21 Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a
22 declaration attesting to the completion of the Class Notice process, including the number of attempts
23 to obtain valid mailing addresses for re-sending of any returned Class Notices, as well as the number
24 of Class Workweeks and/or PAGA Pay Periods disputes and opt-outs.

25 **B. Objections.**

26 1. In order for a Class Member to object to the Class Settlement, or any term
27 thereof, the Class Member making the objection must not have submitted a Request for Exclusion
28 (i.e., must not opt out of the Class Settlement). A Settlement Class Member making an objection,

1 personally or through an attorney, may submit his or her objection in writing to the Settlement
2 Administrator or directly present his/her objection orally to the Court at the Final Approval Hearing.
3 If the Settlement Class Member submits a written objection, he or she may appear personally or
4 through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her
5 objection orally to the Court. An Objection must: (a) contain the case name and number of the
6 Litigation, (b) be signed by the Class Member or his or her authorized representative, (c) contain the
7 full name, address, telephone number, and the last four digits of the Social Security of the objecting
8 Class Member, (d) state the specific legal and factual basis for each objection, and (e) be returned by
9 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
10 Deadline. If a Settlement Class Member objects to the Class Settlement, the Settlement Class Member
11 will be bound by the terms of the Class Settlement and Final Approval in the same way and to the
12 same extent as a Settlement Class Member who does not object. The date of mailing of the Class
13 Notice to the objecting Settlement Class Member shall be conclusively determined according to the
14 records of the Settlement Administrator. The Court retains final authority with respect to the
15 consideration and admissibility of any Settlement Class member objections.

16 2. Plaintiff waives any right to object to the Settlement, and hereby endorses the
17 Settlement as fair, reasonable and adequate and in the best interests of the Class Members, Aggrieved
18 Employees, and State of California.

19 **C. Opportunity to be Excluded from the Class Settlement.**

20 1. In order for any Class Member to validly exclude himself or herself from the
21 Class Settlement (i.e., to validly opt out), a written Request for Exclusion (“Request for Exclusion”)
22 must: (a) contain the case name and number of the Litigation, (b) be signed by the Class Member or
23 his or her authorized representative, (c) contain the full name, address, telephone number, and the last
24 four digits of the Social Security Number of the Class Member requesting exclusion, (d) clearly state
25 that the Class Member does not wish to be included in the Class Settlement, and (e) be returned by
26 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
27 Deadline. However, consistent with applicable law, Aggrieved Employees will not be allowed to
28 exclude themselves from the PAGA Settlement. Aggrieved Employees will receive their Employee

1 PAGA Amount, and be bound by the PAGA Settlement and judgment based thereon, regardless of
2 whether they exclude themselves from the Class Settlement.

3 2. The date of the initial mailing of the Class Notice, and the date the signed
4 Request for Exclusion was postmarked, shall be conclusively determined according to the records of
5 the Settlement Administrator. Any Class Member who timely and validly submits a Request for
6 Exclusion from the Class Settlement will not be entitled to any portion of the Net Settlement Amount,
7 will not be bound by the terms and conditions of the Class Settlement, and will not have any right to
8 object, appeal, or comment thereon except, as stated in the prior paragraph, all Aggrieved Employees
9 will receive their share of the Employee PAGA Amount and be bound by the PAGA Settlement.

10 3. Plaintiff waives any right to be excluded from the Class Settlement.

11 4. Notwithstanding the submission of a timely and valid Request for Exclusion,
12 Aggrieved Employees will still be bound by the settlement and release of the PAGA Settlement and
13 the judgment based thereon, pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests
14 for Exclusion do not apply to the PAGA Settlement, and will not be effective to preclude the release
15 of the Released PAGA Claims.

16 **D. Dispute Regarding Class Workweeks and/or PAGA Pay Periods.**

17 1. In order to dispute Class Workweeks and/or PAGA Pay Periods, Class
18 Members and/or Aggrieved Employees may submit a written letter to the Settlement Administrator
19 that must: (a) contain the case name and number of the Litigation, (b) be signed by the Class Member
20 and/or Aggrieved Employee or his or her authorized representative, (c) contain the full name, address,
21 telephone number, and the last four digits of the Social Security Number of the disputing Class
22 Member and/or Aggrieved Employee, (d) state that the Class Member and/or Aggrieved Employee
23 disputes the number of Class Workweeks and/or PAGA Pay Periods credited to him or her and what
24 he or she contends is the correct number that should be credited to him or her, (e) includes information
25 and/or attaches documentation demonstrating that the number of Class Workweeks and/or PAGA Pay
26 Periods that he or she contends should be credited to him or her is correct, and (f) be returned by mail
27 to the Settlement Administrator at the specified address, postmarked on or before the Response
28 Deadline. The date of the postmark on the return mailing envelope on the submission will be the

1 exclusive means to determine whether a dispute has been timely submitted. Absent evidence
2 rebutting the accuracy of Defendant's records and data as they pertain to the number of Class
3 Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member and/or Aggrieved
4 Employee, Defendant's records will be presumed correct and determinative of the dispute. However,
5 if a Class Member and/or Aggrieved Employee produces information and/or documents to the
6 contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
7 and/or Aggrieved Employee and the Settlement Administrator will resolve and determine the number
8 of eligible Class Workweeks and/or PAGA Pay Periods that the disputing Class Member and/or
9 Aggrieved Employee should be credited with under the Settlement. The Settlement Administrator
10 shall notify Class Counsel and Defense Counsel of the fact that a Class Member and/or Aggrieved
11 Employee has made a dispute and advise them of the outcome.

12 **E. Cooperation.**

13 The Parties and their respective counsel agree not to encourage Class Members to refrain from
14 participating in the Settlement, to opt out of the Class Settlement, or to object to the Class Settlement,
15 directly or indirectly, through any means. However, if a Class Member contacts Class Counsel, Class
16 Counsel may discuss the terms of the Settlement and the Class Member's options.

17 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

18 **A. Individual Settlement Payment Formula.**

19 1. Settlement Class Members will receive a lump sum payment as good and
20 valuable consideration for the waiver and release of Released Class Claims in an amount determined
21 by the Settlement Administrator in accordance with the provisions of this Agreement. The Net
22 Settlement Amount is computed by subtracting from the Gross Settlement Amount the Court-
23 approved amounts of the: PAGA Allocation (which consists of the LWDA Payment to the LWDA
24 and the Employee PAGA Amount that will be distributed to the Aggrieved Employees), Enhancement
25 Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Administrative Costs to
26 Settlement Administrator.

27 2. Individual Settlement Shares will be calculated and apportioned based on the
28 Class Workweeks, as follows: The Settlement Administrator will divide the Net Settlement Amount

1 by the total number of Class Workweeks for all Settlement Class Members to yield the “Class
2 Workweek Value”. The Class Workweek Value is multiplied by the number of each Settlement Class
3 Member’s Class Workweeks during the Class Period, as determined by the Settlement Administrator,
4 to yield his or her Individual Settlement Share. The net payment of the Individual Settlement Share
5 (i.e., the Individual Settlement Share less any applicable withholding taxes based on the Parties’
6 stipulated allocation of the Net Settlement Amount as provided for below) is the Individual Settlement
7 Payment.

8 **B. Individual PAGA Payment Distribution Formula.**

9 1. Aggrieved Employees will receive a share of the PAGA Allocation, regardless
10 of whether they submit a Request for Exclusion from the Class Settlement.

11 2. In order to calculate each Aggrieved Employee’s share, the Employee PAGA
12 Amount will be divided by the total number of PAGA Pay Periods worked by all Aggrieved
13 Employees during the PAGA Period to yield the “PAGA Workweek Value”. Then, the PAGA
14 Workweek Value is multiplied by the number of PAGA Pay Periods worked by each individual
15 Aggrieved Employee during the PAGA Period, as determined by the Settlement Administrator in
16 accordance with the above, to yield his or her Individual PAGA Payment.

17 **C. Funding of Resolution.**

18 Within twenty-one (21) calendar days following the Effective Date, Defendant will deposit
19 the Gross Settlement Amount into an interest-bearing trust account maintained by the Settlement
20 Administrator. Defendant will pay employer-side payroll taxes on the wage portion of the Individual
21 Settlement Shares separate and in addition to the Gross Settlement Amount. At no time prior to the
22 Effective Date shall Defendant be required to escrow any portion of the Gross Settlement Amount.

23 **D. Time for Distribution.**

24 1. Within thirty (30) calendar days following the Effective Date, the Settlement
25 Administrator will pay all Individual Settlement Shares to Settlement Class Members, the Court-
26 approved Attorney’s Fees and Litigation Costs to Class Counsel, Court-approved Enhancement
27 Payment to Plaintiff, Court-approved Administrative Costs to the Settlement Administrator, the
28 LWDA Payment to the LWDA, and the Employee PAGA Amount to the Aggrieved Employees. The

1 Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and
2 Individual PAGA Payment by way of a single check that combines both payments (if applicable).

3 2. The settlement checks issued to each Settlement Class Member and/or
4 Aggrieved Employee shall remain valid for one hundred eighty (180) days. Any settlement checks
5 remaining uncashed after one hundred eighty (180) calendar days will be cancelled and the funds
6 associated with any and all cancelled checks will be distributed to Controller of the State of California
7 to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for
8 the benefit of that Settlement Class Member and/or Aggrieved Employee. The Parties agree that this
9 disposition results in no “unpaid residue” under California Civil Procedure Code section 384, as the
10 entire Net Settlement Amount will be paid out to the Settlement Class Members and the entire
11 Employee PAGA Amount will be paid out to the Aggrieved Employees. Therefore, Defendant will
12 not be required to pay any interest on said amount. In the event that a Settlement Class Member or
13 Aggrieved Employee’s payment is distributed to the Controller of the State of California, the terms
14 of the final judgment and the release of claims will nevertheless be binding upon that Settlement Class
15 Member and/or Aggrieved Employee. Settlement Class Members whose Individual Settlement
16 Payment checks are cancelled and PAGA Members whose Individual PAGA Payment checks are
17 cancelled shall, nevertheless, be bound by this Settlement Agreement.

18 3. If a check is returned to the Settlement Administrator within thirty (30)
19 calendar days of the initial mailing of the check, as undeliverable, the Settlement Administrator shall
20 promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another
21 address is identified, shall mail the check to the newly identified address. If the Settlement
22 Administrator is unable to obtain a valid mailing address through this process, the monies represented
23 by the check shall be turned over according to the above procedures.

24 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

25 The amounts paid under this Agreement do not represent a modification of any previously
26 credited hours of service under any employee benefit plan, policy or bonus program. Such amounts
27 will not form the basis for additional contributions to, benefits under, or any other monetary
28 entitlement under, benefit plans (self-insured or not) sponsored Defendant, policies or bonus

1 programs. Any payments made under the terms of this Settlement shall not be applied retroactively,
2 currently or on a going forward basis as salary, earnings, wages, or any other form of compensation
3 for the purposes of any benefit plan, policy or bonus program. Defendant retains the right to modify
4 the language of their benefit plans, policies and bonus programs to effect this intent and to make clear
5 that any amounts paid pursuant to this Settlement are not for “hours worked,” “hours paid,” “hours
6 of service,” or any similar measuring term as defined by applicable plans, policies and bonus
7 programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional
8 contributions or benefits are not required by this Settlement.

9 **XIII. CLASS COUNSEL ATTORNEYS’ FEES AND COSTS**

10 **A.** Defendant agrees not to oppose Class Counsel’s motion for attorneys’ fees in the total
11 amount of up to thirty-eight percent (38%) of the Gross Settlement Amount for all past and future
12 attorneys’ fees necessary to prosecute, settle and administer the Litigation and this Settlement
13 (“Attorneys’ Fees”). Additionally, Defendant agrees not to oppose Class Counsel’s motion for
14 reimbursement of litigation costs and expenses of up to Forty Thousand Dollars (\$40,000.00), which
15 represents all past and future litigation costs and expenses necessary to prosecute, settle and
16 administer the Litigation and this Settlement (“Litigation Costs”). Attorneys’ Fees together with
17 Litigation Costs, are referred to as “Attorneys’ Fees and Costs.” Any Attorneys’ Fees or Litigation
18 Costs awarded to Class Counsel by the Court shall be deducted from the Gross Settlement Amount
19 for the purpose of determining the Net Settlement Amount, subject to approval by the Court. The
20 “future” aspect of these amounts include, without limitation, all time and expenses expended by Class
21 Counsel in defending the Settlement and securing Preliminary and Final Approval (including any
22 appeals therein). There will be no additional charge of any kind to either the Class Members or
23 Aggrieved Employees or request for additional consideration from Defendant for such work. This
24 amount shall include all Attorneys’ Fees, Litigation Costs and expenses for which Plaintiff and Class
25 Counsel could claim under any legal theory whatsoever.

26 **B.** Within thirty (30) calendar days following the Effective Date, the Settlement
27 Administrator shall disburse payment from the Gross Settlement Amount for the amount of
28 Attorneys’ Fees and Costs approved by the Court to Class Counsel. Should the Court approve a lesser

percentage or amount of Attorneys' Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then the unapproved portion or portions shall be a part of the Net Settlement Amount to be distributed between the Settlement Class Members on a *pro rata* basis.

C. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administrator Costs. Defendant and Defense Counsel shall not be liable for any expenses associated with the use of an attorney fee deferral vehicle by the Settlement Administrator.

XIV. ENHANCEMENT PAYMENT TO PLAINTIFF

Subject to approval by the Court, Defendant further agrees to pay Plaintiff an Enhancement Payment not to exceed Nine Thousand Dollars (\$9,000.00), for his participation in and assistance with the Litigation. Any Enhancement Payment awarded to Plaintiff by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The amount award to Plaintiff shall be reported on IRS Form 1099. If the Court approves an Enhancement Payment of less than a total amount of \$9,000.00 to Plaintiff, then the unapproved portion or portions shall be a part of the Net Settlement Amount to be distributed between the Settlement Class Members on a *pro rata* basis.

XV. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION

The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) to settle claims alleged under the Private Attorneys General Act, California Labor Code section 2698 *et seq.* (i.e, PAGA Allocation), from which \$37,500.00 will be paid as penalties to the LWDA ("LWDA Payment") and the remaining \$12,500.00 shall be paid out to the Aggrieved Employees ("Employee PAGA Amount") in accordance with the formula set forth in Section XI.B. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall disburse the \$37,500.00 to the LWDA and Individual PAGA Payments to the Aggrieved Employees.

///

1 **XVI. TAXATION AND ALLOCATION**

2 **A. Treatment of Individual Settlement Payments and Individual PAGA Payments.**

3 1. The Parties agree that all employment taxes and other legally-required
4 withholdings will be withheld from payments to the Settlement Class Members and Plaintiff based
5 on the Parties' stipulated allocation of the Net Settlement Amount as provided for in this Section.
6 Income tax withholding will also be made pursuant to applicable state and/or local withholding codes
7 or regulations.

8 2. The Parties agree that one hundred percent (100%) of the Individual PAGA
9 Payment will be treated as non-wage damages and reported on an IRS Form 1099, if applicable.

10 3. The Parties agree that for withholding tax characterization purposes and
11 payment of taxes, each Individual Settlement Share will be allocated as follows:

12 (a) 33.33% as wages to be reported on an IRS Form W-2; and

13 (b) 66.67% as penalties, interest, and non-wage damages to be reported on
14 an IRS Form 1099, if applicable.

15 4. Settlement Class Members whose Individual Settlement Payment checks are
16 cancelled and Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall,
17 nevertheless, be bound by this Settlement Agreement.

18 5. Defendant will pay employer-side payroll taxes on the wage portion of the
19 Individual Settlement Shares distributed to Settlement Class Members separate and in addition to the
20 Gross Settlement Amount.

21 **B. Circular 230 Disclaimer.**

22 EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS
23 SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
24 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES
25 AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO
26 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
27 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL
28 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR

1 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
6 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
7 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
8 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
9 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
10 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
11 ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
12 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES
13 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
14 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
15 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
16 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

17 **XVII. COURT APPROVAL**

18 This Agreement and the Settlement are contingent upon Final Approval by the Court and the
19 entry of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably necessary to
20 secure both Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent
21 with the terms of this Agreement, and will not take any action adverse to each other in obtaining court
22 approval, and, if necessary, appellate approval, of the Settlement in all respects. Plaintiff and
23 Defendant expressly agree that they will not file any objection to the terms of the Settlement or assist
24 or encourage any person or entity to file any such objection.

25 **XVIII. MISCELLANEOUS PROVISIONS**

26 **A. Stay of Litigation and Interim Stay of Proceedings.**

27 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending Final
28 Approval of the Settlement by the Court. The Parties agree to stay all proceedings in the Litigation,

1 including with respect to California Code of Civil Procedure section 583.310, except such
2 proceedings necessary to implement and complete the Settlement, pending the Final Approval
3 Hearing to be conducted by the Court.

4 **B. Interpretation of the Agreement.**

5 1. This Agreement constitutes the entire agreement between Plaintiff and
6 Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance
7 upon any other written or oral representations or terms, and no such extrinsic oral or written
8 representations or terms shall modify, vary or contradict its terms. In entering into this Agreement,
9 the Parties agree that this Agreement is to be construed according to its terms and may not be varied
10 or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
11 of the State of California, both in its procedural and substantive aspects, without regard to its conflict
12 of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
13 will be resolved solely and exclusively in the Superior Court of the State of California for the County
14 of San Bernardino, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the
15 Court over them solely in connection therewith. The foregoing is only limited to disputes concerning
16 this Agreement and in no way limits or negates the enforceability and effect of the underlying
17 arbitration agreements signed by Defendant's employees obligating them to arbitrate any and all
18 claims on an individual (and not on a class, collective, or representative) basis. Plaintiff, on his own
19 behalf and on behalf of the Class Members, as well as Defendant participated in the negotiation and
20 drafting of this Agreement and had available to them the advice and assistance of independent
21 counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement
22 should be construed against the other.

23 2. The terms and conditions of this Agreement constitute the exclusive and final
24 understanding and expression of all agreements between Plaintiff and Defendant with respect to the
25 Settlement of the Litigation. The Agreement may be modified only by a writing signed by the Class
26 Counsel and Defense Counsel, with the authorization of the Parties.

27 **C. Further Cooperation.**

28 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare and

1 execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably
2 necessary or convenient to consummate the Agreement as expeditiously as possible.

3 **D. Confidentiality of Documents.**

4 After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class
5 Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and
6 other information obtained in the lawsuit, unless necessary to implement the Settlement, for appeal,
7 or such documents are ordered to be disclosed by the Court or by a subpoena. Notwithstanding the
8 foregoing, nothing in this Settlement Agreement shall restrict Class Counsel from disclosing and
9 including all publicly available information regarding this case and the settlement in any documents
10 filed with any court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or
11 experience, etc.). Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures
12 required to be made to the LWDA in conformity with PAGA.

13 **E. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, all of
15 which will be considered one and the same instrument and all of which will be considered duplicate
16 originals.

17 **F. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the party for whom or which that individual signs.

20 **G. Deadlines Falling on Weekends or Holidays.**

21 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
22 legal holiday, that deadline shall be continued until the following business day.

23 **H. Opt-Out Threshold.**

24 If five percent (5%) or more of the total members of the Class exercise their rights to exclude
25 themselves and opt out of the Class Settlement, Defendant may, in its sole discretion, unilaterally
26 withdraw from and terminate the Settlement no later than five (5) days prior to the date of the Final
27 Approval Hearing. Defendant must exercise this right of rescission in writing that is provided to
28 Class Counsel within twenty-one (21) calendar days of the Response Deadline. If Defendant exercises

1 this option, Defendant shall pay any costs of settlement administration owed to the Settlement
2 Administrator incurred up to that date. In the event of Defendant's rescission of the Settlement, no
3 party may use the fact that the Parties agreed to the Settlement for any reason.

4 **I. Escalator Clause.**

5 At mediation, Defendant represented that, during the period of February 27, 2015 to July 13,
6 2020, all current and former hourly-paid and/or non-exempt employees who worked for Defendant
7 worked approximately 14,587 workweeks. Defendant also represented that the number of workweeks
8 worked during this period by individuals who previously signed individual settlement/termination
9 and release agreements was approximately 2,239. If it is determined that the total number of non-
10 released workweeks during this period ending July 13, 2020 actually exceeds 12,348 (subtracting the
11 approximately 2,239 released workweeks from the approximately 14,587 total workweeks) by more
12 than five percent (5%) (i.e., more than 12,965 workweeks), then, the Gross Settlement Amount will
13 be increased on a *pro rata* basis by the same number of percentage points above five percent (5%)
14 (e.g., if the number of workweeks for the time period of February 27, 2015 and July 13, 2020, actually
15 exceeds 12,348 by 6%, the Gross Settlement Amount will increase by 1%). If the actual number of
16 released workweeks is more than 5% less than 2,239 (i.e., less than 2,105), the Gross Settlement
17 Amount will be increased in an amount to be determined by the Mediator. After Preliminary
18 Approval, at the same time Defendant provides the Class List to the Settlement Administrator,
19 Defendant shall also provide a declaration to Class Counsel averring the actual number of released
20 workweeks during the period of February 27, 2015 to July 13, 2020, for all current and former hourly-
21 paid and/or non-exempt employees who worked for Defendant and who previously signed individual
22 settlement/termination and release agreements.

23 **J. Continued Jurisdiction.**

24 After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction
25 pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of
26 Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the
27 Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be
28 appropriate under court rules or as set forth in this Settlement Agreement.

1 **K. Waiver and Amendment.**

2 The Parties may not waive, amend, or modify any provision of this Settlement Agreement
3 except by written agreement signed by counsel for all Parties, and subject to any necessary Court
4 approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute
5 a waiver of any other provision.

6 **L. California Law Governs.**

7 All terms of this Settlement Agreement and attached exhibits hereto will be governed by and
8 interpreted according to the laws of the State of California.

9 **M. Final Approval Order and Judgment.**

10 The Parties shall provide the Settlement Administrator with a copy of the Final Approval
11 Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the
12 Final Approval Order and Judgment on its website within three (3) business days of receipt. No
13 individualized notice to the Class will be required.

14
15 **IT IS SO AGREED:**

16
17 DATED: 06/07/2022

Electronically Signed: 2022-06-07 20:16:36 UTC - 172.56.17.124
Christopher Mejia
Printer AssureSign® 48d294db-651a-4106-9a33-aaa014899c0

Christopher Mejia, Plaintiff

18
19 DATED: June 10, 2022



Defendant TP-Link USA Corporation dba TP-Link
North America, Inc.

22 By: DEIZ SHU (Print)

23 Title: CFO (Print)

24 ///

25 ///

26 ///

27 ///

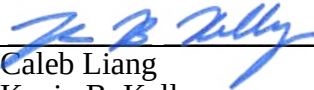
1 **ACCEPTANCE AS TO FORM AND CONTENT:**

2 DATED: June 10, 2022

LTL ATTORNEYS LLP

3

4

By: 
Caleb Liang
Kevin B. Kelly
Attorneys for Defendant
TP-LINK USA CORPORATION
dba TP-LINK NORTH AMERICA, INC.

5

6

7

DATED: June 7, 2022

LAWYERS for JUSTICE, PC

8

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By: 
Edwin Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Attorneys for Plaintiff

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EXHIBIT A

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

27. Defendants had the authority to hire and terminate Plaintiff and the other class

1 members, to set work rules and conditions governing Plaintiff's and the other class members'
2 employment, and to supervise their daily employment activities.

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

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

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

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

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
15 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
16 to pay them for all hours worked earned and short, late, interrupted, and/or missed meal periods
17 and rest breaks in violation of California law.

18 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 certain wages for overtime compensation and that they were not receiving accurate overtime
21 compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring
22 Plaintiff and the other class members to perform work off-the-clock.

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and
25 non-monetary incentives, non-discretionary production and/or performance pay, and/or shift
26 differentials to calculate the regular rate of pay used to calculate the overtime rate for the
27 payment of overtime wages where Plaintiff and the other class members earned commissions,
28 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-

1 discretionary production and/or performance pay, and/or shift differentials and overtime wages
2 in the same workweek.

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

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

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

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

28 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.

28 ///

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 Aiwarzian
Arby Aiwarzian
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.**