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Attorneys for Plaintiffs

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

AARON HALLUM and AMY RAMOS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

FCA US, LLC, doing business as FIAT
CHRYSLER AUTOMOBILES, a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIVDS1936782

*[Case assigned for all purposes to the Hon.
Joseph T. Ortiz, Dept. S17]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 22, 2024
Time: 1:30 p.m.
Dept.: S17

Action Filed: December 5, 2019
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiffs Aaron Hallum and Amy Ramos (“Plaintiffs”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over thirty (30) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. The following is a non-exhaustive list of the recent wage and hour class actions (that have been granted final approval) in which I have been named as Class Counsel: *Morales*

1 *v. Ball Horticultural Co.*, Case No. 16CV-0488, San Luis Obispo County Superior Court,
2 Honorable Linda D. Hurst, presiding (approving an hourly rate of \$375 for work performed in
3 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-
4 CU-OE-CXC, Orange County Superior Court, Honorable William D. Claster, presiding;
5 *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-
6 00883282-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
7 presiding; *Willie Daniel Myers, Jr. v. Jerome's Furniture Warehouse*, Case No. CIVDS
8 1715069, San Bernardino County Superior Court, Honorable Janet M. Frangie, presiding
9 (approving an hourly rate of \$375 for work performed in 2018 and 2019); *Tina Arellano v.*
10 *Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court,
11 Honorable Daniel J. Buckley, presiding (approving an hourly rate of \$375 for work performed
12 in 2018 and 2019); *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los
13 Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
14 rate of \$375 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing*
15 *Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson,
16 presiding (approving an hourly rate of \$400 for work performed in 2018, 2019, and 2020);
17 *Abbygail Hernandez v. WirelessPCS CA, LLC*, Case No. BC721326, Los Angeles County
18 Superior Court, Honorable Carolyn B. Kuhl, presiding; *Lucia Kang, et al., v. Extra Space*
19 *Management, Inc.*, Case No. 30-2018-00997364-CU-OE-CXC, Orange County Superior Court,
20 Honorable William Claster, presiding (approving an hourly rate of \$400 for work performed in
21 2018, 2019, and 2020); *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
22 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate
23 of \$400 for work performed in 2019 and 2020); *Francisco Garcia v. Searing Industries, Inc.*,
24 Case No. CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn,
25 presiding (approving an hourly rate of \$400 for work performed in 2019 and 2020); *David*
26 *Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles County Superior
27 Court, Honorable Daniel J. Buckley, presiding; *Angel Ochoa v. Fonseca Construction, Inc.*,
28 Case No. CIVDS1928625, San Bernardino County Superior Court, Honorable David Cohn,

1 presiding (approving an hourly rate of \$400 for work performed in 2019 to 2021); *William*
2 *Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los Angeles County
3 Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate of \$400 for
4 work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*, Case No.
5 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding
6 (approving an hourly rate of \$400 for work performed in 2019 to 2021); *Gaudencio Arroyo*
7 *Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare County
8 Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$425 for
9 work performed in 2019 to 2022); *Santos Orellana v. Smarte Carte, Inc.*, Case No.
10 20STCV08890, Los Angeles County Superior Court, Honorable Yvette M. Palazuelos,
11 presiding (approving an hourly rate of \$475 for work performed in 2020-2022); *Santiago*
12 *Gutierrez v. M.M.C.L., Inc. dba California Landcare*, Case No. 30-2021-01182371-CU-OE-
13 CXC, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$575 for work
14 performed in 2021-2023); *Robert Lewis v. IMERYS Filtration Minerals, Inc., et al.*, Case No.
15 22CV02874, Santa Barbara County Superior Court, Honorable Jed Beebe, presiding (approving
16 an hourly rate of \$575 for work performed in 2021-2023); and *Roberto Arcos, et al. v.*
17 *Panoramic Doors, LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County
18 Superior Court, Honorable Loren G. Freestone, presiding (approving an hourly rate of \$650 for
19 work performed in 2021-2023).

20 6. I have also moved to certify, and have received an order certifying, a class action
21 as Class Counsel in the following cases:

- 22 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
23 Bernardino Superior Court, Honorable David Cohn, presiding (certifying a wage
24 statement class);
- 25 • *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino
26 County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid
27 overtime and minimum wage violations, meal period violations, rest period violations,
28 wage statement violations, and waiting time penalties); and

- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2023, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. As counsel for Plaintiffs, I have been closely involved in all aspects of this litigation since its inception, and believe that the proposed Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”) is a fair and reasonable result for the participating Settlement Class members.

9. Defendant FCA US, LLC (“Defendant”) is an automaker that designs, manufactures, and sells or distributes vehicles throughout the United States. Plaintiffs were employed by Defendant as non-exempt warehouse workers at Defendant’s Ontario, California warehouse location, and were responsible for picking and sorting parts in the warehouse and loading parts onto trailers. Like all Settlement Class members, Plaintiffs were employed by Defendant as non-exempt employees during the Class Period and were subject to Defendant’s allegedly unlawful wage and hour policies and practices.

10. On December 5, 2019, Plaintiff Hallum filed the instant class action complaint, alleging Defendant failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) timely pay all final wages upon separation; (vi) issue accurate itemized wage statements; and (vii) comply with California’s Unfair Competition laws. On February 13, 2020, Plaintiff Hallum filed a separate representative action complaint against Defendant (the “PAGA Action”), asserting a single cause of action for civil penalties under PAGA based on the same underlying Labor Code violations alleged in the instant action. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff Hallum’s December 5, 2019 PAGA Notice letter.

1 11. On September 8, 2021, Plaintiff Ramos filed a separate class action complaint
2 against Defendant in San Bernardino County Superior Court, alleging Defendant failed to: (i)
3 pay all minimum wages owed; (ii) provide all lawful meal periods; (iii) authorize and permit
4 all lawful rest periods; (iv) issue accurate itemized wage statements; (v) timely pay all final
5 wages upon separation; and (vi) comply with California’s Unfair Competition laws. On
6 November 25, 2021, Plaintiff Ramos filed a first amended complaint, adding a cause of action
7 for civil penalties under PAGA premised upon the same underlying Labor Code violations.
8 Attached hereto as **Exhibit D** is a true and correct copy of Plaintiff Ramos’ September 8, 2021
9 PAGA Notice letter.

10 12. On March 20, 2023, Plaintiffs filed a consolidated First Amended Complaint in
11 the instant action, naming Plaintiff Ramos as an additional named plaintiff and consolidating
12 all legal and factual allegations in the two actions. On April 11, 2023, the Court dismissed
13 Plaintiff Ramos’ separate action in its entirety, without prejudice. As a material term of the
14 Settlement, Plaintiffs sent a supplemental PAGA letter to the LWDA on October 5, 2023, to
15 clarify the scope of Plaintiffs’ PAGA cause of action and exhaust administrative remedies for a
16 claim pursuant to PAGA based on violations of Labor Code sections 204, 1174, and 2802 (the
17 “Clarified Claims”). Attached hereto as **Exhibit E** is a true and correct copy of Plaintiffs’
18 October 5, 2023 Supplemental PAGA Notice letter. On December 27, 2023, after exhausting
19 their administrative remedies with the LWDA, the Parties filed a Stipulation for Leave to File
20 the Second Amended Complaint, incorporating all factual allegations and causes of action
21 alleged in the action and the PAGA Action, and additionally clarifying that Plaintiffs also seek
22 to recover for all unpaid amounts, statutory penalties, and civil penalties based on the Clarified
23 Claims. Plaintiffs will file the Second Amended Complaint immediately upon entry of the
24 Court’s order granting leave to amend.

25 13. Plaintiffs assert that Defendant maintained an unlawful rounding practice that
26 resulted in Defendant systematically underpaying Plaintiffs and Settlement Class members all
27 earned wages. Specifically, Plaintiffs claim Defendant records Plaintiffs’ and Settlement Class
28 members’ clock in and clock out timeclock punches to the minute via electronic time punch

1 upon entering the work facility, but rounds these timekeeping entries in an uneven manner to
2 the employees' detriment, resulting in unpaid minimum and overtime wages.

3 14. In response, Defendant contends that its timekeeping practices are lawful and
4 that employees are paid for all time actually worked in accordance with company policies.
5 Instead, Defendant contends that it maintained a lawful grace-period policy. Defendant asserts
6 that it did not require non-exempt employees to perform any work off-the-clock, but instead
7 permitted the employees to enter the facility through the turnstiles during the grace periods,
8 although they were not actually performing any work during that time prior to the scheduled
9 start of their shifts. Moreover, Defendant contends that this claim is not amenable to class
10 treatment, as it would require individualized inquiries into whether an employee was actually
11 performing compensable work during the grace period or was engaged solely in personal
12 activities on a day-by-day basis, resulting in an unmanageable series of mini-trials. Finally,
13 because *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, has been granted review
14 by the California Supreme Court, the decision is only persuasive, not binding authority, and
15 Plaintiffs face the risk that the *Camp* holding could be reversed, rendering Plaintiffs' reliance on
16 *Camp* misplaced.

17 15. Plaintiffs assert that, for a portion of the statutory period, Defendant failed to
18 maintain accurate records of the hours actually worked by Settlement Class members, resulting
19 in unpaid wages. Specifically, Plaintiffs allege that Defendant required Plaintiffs and other non-
20 exempt employees to undergo daily COVID-19 related temperature checks and complete
21 COVID-19 health questionnaires prior to being permitted to enter Defendant's facility and clock
22 in at the start of their work shift. Despite requiring Plaintiffs and other non-exempt employees
23 to undergo temperature checks and complete health questionnaires, Defendant failed to pay
24 Plaintiffs and other non-exempt employees for this time subject to the employers' control.

25 16. In response, Defendant maintains it accurately recorded all time worked by its
26 non-exempt employees and has properly paid all wages owed for all hours worked. Further,
27 Defendant asserts that this claim is not suitable for class treatment, as it requires individualized
28 inquiries into whether any employee underwent a COVID-19 related temperature check or

questionnaire and exactly how much time each employee purportedly spent while off-the-clock on any given day, which is increasingly difficult since off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials.

17. Plaintiffs further assert that Defendant failed to provide the Settlement Class members with all timely duty-free, uninterrupted 30-minute meal periods to which they were entitled. Specifically, Plaintiffs assert Defendant maintains an unlawful meal period policy/practice that regularly provides unlawful first meal periods, and fails to provide all second, duty-free, uninterrupted 30-minute meal periods commencing before the end of the tenth hour of work.

18. In response, Defendant contends it maintained lawful meal period policies/practices throughout the Class Period, including scheduling timely, 30-minute meal periods for non-exempt employees to ensure that lawful meal periods are always provided. Therefore, Defendant asserts that if Settlement Class members did not take timely or duty-free meal periods, this was solely the result of employee choice and not reflective of Defendant's policies and practices. Defendant also contends that Plaintiffs' meal period claim is not suited for class certification as individual inquiries would be required to assess whether an employee chose to not take an otherwise provided meal period, whether was an employee ever validly waived a meal period, and whether a premium was paid on each shift in which a meal period was truly not provided, resulting in an unmanageable series of mini-trials.

19. Plaintiffs further alleges that Defendant failed to authorize and permit the Settlement Class members to take all lawful rest periods to which they were entitled. Specifically, Plaintiffs assert that Defendant maintained an unlawful rest period policy/practice during the relevant time period that prohibits Plaintiffs and Settlement Class members from leaving the company premises while on the clock, including during paid rest periods, in violation of California law. Plaintiffs assert that Defendant's timekeeping system—which automatically clocks an employee in or out every time they pass through a turnstile to enter or exit the facility—ensures that whenever an employee leaves the warehouse premises they are automatically clocked out, meaning that any employee who attempted to leave the premises

1 during purported rest periods would only be able to do so *unpaid*, in violation of California law.
2 Plaintiffs also allege that Defendant failed to pay any rest period premiums during the relevant
3 time period.

4 20. Defendant maintains it authorized and permitted the Settlement Class members
5 to take all lawful rest periods to which they are entitled. Defendant asserts that employees have
6 always been permitted to leave the work premises during their rest periods if they chose to do so,
7 and maintained a practice known to all Settlement Class members that they could inform their
8 supervisor if they left the premises for a rest period, and the supervisor would adjust their time
9 records for that day to ensure the employee was paid for the time spent off-premises during the
10 rest period notwithstanding being clocked out after exiting through the turnstile timekeeping
11 system. Further, Defendant asserts that this claim is unmanageable and not suited for class
12 certification, as it requires individualized inquiries into whether each employee was authorized
13 and permitted to take a lawful rest period and on which days, which Defendant argues will
14 result in an unmanageable series of mini-trials.

15 21. Plaintiffs further allege that Defendant failed to reimburse the Settlement Class
16 members for all necessary business expenses incurred, in violation of Labor Code § 2802.
17 Specifically, Plaintiffs assert that Defendant required Plaintiffs and other non-exempt
18 employees to purchase and use their own equipment for work-related purposes, as well as
19 purchasing uniforms and required footwear, but did not reimburse Plaintiffs and other non-
20 exempt employees for their expenses. Plaintiffs further assert that Defendant required Plaintiffs
21 and other non-exempt employees to use their personal cell phones for work-related purposes,
22 but did not reimburse Plaintiffs and other non-exempt employees for a reasonable portion of
23 their monthly cell phone bills.

24 22. In response, Defendant argues it maintained a policy to reimburse all reasonable
25 and necessary business expenditures and that, to the extent that any expenses were not
26 reimbursed, it was the result of Defendant's employees failing to submit expense reimbursement
27 requests. Further, Defendant argues that Plaintiffs' claim will fail on its merits, as Defendant
28 provided the Settlement Class members with all equipment they needed to perform their job

1 duties, did not require employees to purchase specified uniforms or footwear, and Settlement
2 Class members do not need to communicate through their cellular phones, as their supervisors,
3 managers, and coworkers are onsite, and no further communication with the employees is
4 necessary once they clock out after their shifts. Defendant also maintains that this claim is not
5 suited for class certification, as it would require a series of mini-trials to determine which
6 employees incurred expenses, if any, whether those expenses were reasonable and necessary,
7 and why the employee had not previously submitted an expense reimbursement request.

8 23. As a result of Defendant’s alleged failure to pay all overtime wages, minimum
9 wages, and meal period and rest period premiums, Plaintiffs assert that Defendant also failed to
10 maintain accurate payroll records, timely pay all wages during employment, issue accurate and
11 itemized wage statements, and failed to timely pay all final wages at the time of separation.
12 Further, Plaintiffs contend that Defendant issued facially non-compliant wage statements in
13 violation of Labor Code § 226(a), which failed to include all applicable hourly rates in effect
14 during the pay period, the corresponding number of hours worked at each hourly rate, and the
15 address of the legal entity that is the employer. As a result of these alleged Labor Code
16 violations, Plaintiffs also seek PAGA civil penalties on behalf of all aggrieved employees.

17 24. In response, Defendant argues that Plaintiffs’ underlying claims will fail and, as
18 a result, these derivative claims will also fail. Defendant also maintains that Plaintiffs cannot
19 show that the wage statement violations were “knowing and intentional,” or that the putative
20 class members “suffer[ed] injury” as a result of the alleged violations, as required by Labor
21 Code § 226(e) for the imposition of wage statement penalties. Moreover, Defendant maintains
22 that its good faith defenses to Plaintiffs’ underlying claims would preclude the recovery of
23 waiting time penalties, which are only available for the “willful” failure to pay wages, and that
24 this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

25 25. Defendant provided Plaintiffs with payroll records for all putative class members
26 spanning the putative class period and timekeeping records for all putative class members
27 spanning the period November 30, 2018 through December 7, 2022, as well as policy
28 documents and additional key data points. Plaintiffs then retained an expert with a Ph.D. in

1 economics to analyze the produced data and create a class-wide exposure model for the claims
2 at issue. On March 15, 2023, the Parties participated in a mediation session with Steven G.
3 Mehta, Esq., an experienced and respected wage and hour mediator, during which the Parties
4 exchanged divergent views on Defendant's liability and exposure valuations, their legal
5 positions, and the likelihood of certification of Plaintiffs' claims. Although the Parties
6 adjourned mediation without reaching a settlement, they continued their settlement negotiations
7 through Mr. Mehta throughout the following weeks. After additional weeks of continued
8 negotiations, Mr. Mehta made a mediator's proposal that the Parties ultimately accepted. Over
9 the following months, the Parties finalized the terms of the proposed Settlement now before the
10 Court for preliminary approval.

11 26. Attached hereto as **Exhibit A** is a true and correct copy of the Parties' Joint
12 Stipulation of Class Action Settlement. Attached hereto as **Exhibit B** are true and correct
13 copies of the Notice of Class Action Settlement ("Class Notice") and Notice of Individual
14 Settlement Award (collectively, the "Notice Packet").

15 27. If the Court preliminarily approves this settlement, Defendant will pay a
16 Maximum Settlement Amount ("MSA") of \$3,825,000.00. This Settlement is non-reversionary,
17 and Settlement Class members will automatically receive their Individual Settlement Awards
18 unless they affirmatively opt-out.

19 28. Settlement Class members can be easily identified using Defendant's
20 employment and payroll records. According to Defendant's records, the Settlement Class
21 consists of approximately 254 individuals, rendering it impracticable to bring all Settlement
22 Class members before the Court. Based on the estimated NSA, average Individual Settlement
23 Awards are projected to be approximately \$9,404.52, with the lowest possible estimated
24 Individual Settlement Award of \$43.83 (in the event a Settlement Class member worked only
25 one workweek during the Class Period) and the highest possible estimated Individual Settlement
26 Award of \$17,359 (in the event a Settlement Class member performed worked in every
27 workweek throughout the Class Period). Should the Court ultimately grant final settlement
28

1 approval, a notice of the Court's Final Judgment and Order will be posted on the Settlement
2 Administrator's website, in compliance with CRC Rule 3.771(b).

3 29. At the time of seeking final settlement approval, Plaintiffs will apply for Class
4 Representative Enhancement Awards in the amount of \$10,000 each for their service to the
5 Settlement Class and general release of all claims. Plaintiffs' requested class representative
6 Enhancement Awards are intended to recognize the significant time and effort that Plaintiffs
7 expended on behalf of the Settlement Class, including searching for relevant documents and
8 providing them to Class Counsel for use in the lawsuit, providing factual information to their
9 attorneys, holding various phone calls with their attorneys to discuss the claims in the lawsuit
10 and Defendant's policies and practices, reviewing the Complaints, speaking with potential class
11 members about their work experiences, assisting their attorneys in preparing for mediation,
12 making themselves available for the full-day mediation, and participating in mediation to assist
13 their attorneys in resolving factual disputes raised during the day, discussing the case and
14 general case strategy with their attorneys on many occasions, reviewing the settlement
15 documents, otherwise assisting their attorneys in moving the case towards resolution, the
16 significant risks Plaintiffs undertook by serving as the named plaintiffs, and the fact that they
17 agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

18 30. Class Counsel will also apply for an attorneys' fee award of up to one third of the
19 MSA (currently estimated at \$1,275,000), and up to \$60,000 in reimbursement for actual
20 litigation costs. Plaintiffs submit that the requested fee is fair compensation for undertaking
21 complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class
22 Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing
23 Plaintiffs' claims, conducting legal research and analysis, reviewing class documents and data
24 produced by Defendant, extensively reviewing and evaluating the produced timekeeping and
25 payroll records with the assistance of a retained expert to build a comprehensive damages model,
26 preparing for and attending mediation, negotiating and drafting the Memorandum of
27 Understanding, long-form Settlement Agreement, and Notice Packet documents, preparing this
28 motion for preliminary approval, and otherwise litigating the case. Class Counsel will also

1 expend future attorney time attending the hearing on this Motion, overseeing the Notice process,
2 drafting the Final Approval Motion and supporting documents, attending the Final Approval
3 hearing, and completing other tasks, such as fielding questions from Settlement Class members.

4 31. Class Counsel carefully vetted the claims at issue, reviewed Settlement Class
5 member timekeeping and payroll data spanning the entire Class Period, reviewed all relevant
6 policy documents, and created a comprehensive damages model for Defendant's liability.

7 32. Although the Parties engaged in substantial informal discovery and information
8 exchange prior to mediation, the Parties had agreed to refrain from engaging in formal written
9 and deposition discovery until after exhausting their settlement efforts at mediation. Absent
10 settlement, the Parties will be required to expend substantial time and resources conducting
11 extensive formal written and deposition discovery. Moreover, Plaintiffs have not yet filed for
12 class certification, and thus, absent settlement, the Parties would face the prospect of appeals in
13 the wake of a disputed class certification ruling and/or an adverse summary judgment ruling.
14 Even if Plaintiffs succeeded in certifying one or more classes, the Parties would incur
15 considerably more attorneys' fees and costs through a possible decertification motion, trial, and
16 possible appeal.

17 33. At the time of the proposed Settlement, Plaintiffs had not filed their motion for
18 class certification. Had the Court certified any claims, Plaintiffs anticipated that Defendant
19 would seek decertification. There was also a risk that Defendant would engage in a campaign
20 pursuant to *Chindarah v. Pick Up Stix, Inc.*, (2009) 171 Cal.App.4th 796, that could either affect
21 Plaintiffs' ability to maintain the numerosity required to proceed as a class action, or
22 significantly reduce the size of the putative class for a fraction of what Settlement Class
23 members are receiving through this Settlement. Therefore, absent the Settlement, there was a
24 serious risk that Plaintiffs would be unable to move forward on a class-wide basis.

25 34. Plaintiffs' expert's data analysis revealed that Defendant's rounding practice
26 resulted in the Settlement Class members being underpaid for an aggregate of 125,431 recorded
27 hours of work during the putative class period. Therefore, Plaintiffs calculated Defendant's
28 maximum potential exposure on this claim at \$3,063,025 (125,431 unpaid hours * \$24.42

1 approximate average rate of pay). Defendant argues that it paid employees for all hours actually
2 worked and that its grace period practice is lawful. Moreover, because *Camp* has been granted
3 review by the California Supreme Court, there is tangible risk that *Camp* will be overturned,
4 rendering Plaintiffs' damages analysis substantially overstated. Plaintiffs therefore discounted
5 the maximum potential exposure by 35% for the risk of non-certification and 65% for the risk of
6 being unsuccessful on the merits, to arrive at an estimated exposure of \$696,838.

7 35. Plaintiffs' data analysis determined that Settlement Class members worked an
8 aggregate total of 20,756 shifts during the relevant portion of the Class Period in which
9 Defendant implemented its COVID-19 temperature check policy. Plaintiffs estimate that
10 Settlement Class members were required to spend approximately 5 minutes per workday
11 undergoing COVID-19 related temperature checks and questionnaires before being able to clock
12 in for their scheduled shifts. Accordingly, Plaintiffs calculated Defendant's maximum potential
13 exposure for off-the-clock wage violations at approximately \$42,238 (20,756 shifts * 5 minutes
14 per shift * \$24.42 average rate of pay).

15 36. Defendant, however, maintains that it has properly recorded and paid Settlement
16 Class members for all time worked during the Class Period, and argue that Plaintiffs and other
17 non-exempt employees underwent COVID-19 related temperature checks after clocking-in for
18 their shifts. Defendant also asserts that any time spent on temperature checks was substantially
19 less than 5 minutes. Defendant also asserts this claim is unmanageable, as it requires
20 individualized inquiries into whether or not each individual employee was off-the-clock during
21 the temperature checks each day, resulting in an unmanageable series of mini-trials. Plaintiffs
22 discounted the maximum exposure by 65% for the risk of non-certification, and by an additional
23 20% for risk of losing on the merits, to arrive at an estimated exposure of \$11,827.

24 37. Plaintiffs' data analysis determined that Settlement Class members worked an
25 aggregate total of 241,408 shifts in excess of 5.0 hours during the Class Period that contained a
26 facially unlawful first or second meal period, whether by being missed, late and/or short, for
27 which no meal period premiums were paid. Accordingly, Plaintiffs calculated Defendant's
28 liability on this claim at \$5,237,455 (241,408 meal period violations * \$24.42 average premium).

1 38. Defendant asserts, however, that it maintained a lawful meal period
2 policy/practice at all times during the Class Period, including scheduling meal periods in
3 advance to ensure they are timely taken, and that any failure by an employee to take a lawful
4 meal period was the result of employee choice rather than company policy, requiring individual
5 inquiries into the reasons why each non-compliant meal period was untimely or missed on any
6 given day. Defendant further asserts that Plaintiffs' damages calculations are grossly overstated,
7 as they are based on the time employees entered the facility through the turnstile timekeeping
8 system, rather than the actual shift start time after accounting for Defendant's grace period
9 policy. Given these defenses, Plaintiffs discounted the maximum exposure by 45% for the risk
10 of non-certification, and by an additional 40% for risk of losing on the merits, to arrive at an
11 estimated exposure of \$1,728,360.

12 39. Plaintiffs' data analysis revealed that non-exempt employees worked an
13 aggregate total of 259,123 shifts in excess of 3.5 hours during the Class Period. Plaintiffs
14 attribute a rest period violation for all work shifts in excess of 3.5 hours due to Defendant's
15 unlawful on-premises rest period policy. Accordingly, Plaintiffs calculated Defendant's
16 maximum potential exposure on this claim at \$6,327,783 (259,123 rest period violations *
17 \$24.42 average premium).

18 40. However, Defendant argues it has always authorized and permitted duty-free rest
19 periods in accordance with California law, including scheduling rest periods in order to ensure
20 that all lawful rest periods are authorized and permitted. Further, Defendant asserts that this
21 claim is not amenable to class certification given the individual inquiries required to determine
22 whether and why each employee missed a rest period on any given shift, whether employees
23 voluntarily remained on Defendant's premises during rest periods, and whether each employee
24 requested a time adjustment from their supervisor after taking off-premises rest periods on any
25 given day, particularly given that rest periods were not recorded. Given these defenses,
26 Plaintiffs discounted the maximum exposure by 60% for the risk of non-certification, and by an
27 additional 55% for risk of losing on the merits, to arrive at an estimated exposure of \$1,139,001.

28 ///

1 41. Plaintiffs estimate that they and the putative class members spent approximately
2 \$50 each to purchase equipment, uniforms and/or footwear for work purposes. Therefore,
3 Plaintiffs calculated Defendant's maximum potential exposure on this claim at \$12,700 (\$50 in
4 expenses * 254 non-exempt employees). Defendant maintains that, at all relevant times, it never
5 required its employees to purchase equipment, uniforms and/or footwear. Also, any failure to
6 reimburse was the result of an employee failing to submit an expense reimbursement request.
7 As such, Defendant contends this claim is not certifiable since it would require a series of mini-
8 trials to determine which employees incurred expenses, whether those expenses were reasonable
9 and necessary, and why the employee had not submitted an expense reimbursement request.
10 Therefore, Plaintiffs discounted the maximum potential exposure by 15% for the risk of non-
11 certification and 15% for the risk of being unsuccessful on the merits, to arrive at an estimated
12 exposure of \$9,176.

13 42. According to the key data points provided by Defendant, approximately 223
14 Settlement Class members are eligible for wage statement penalties, and a total of 31,954 wage
15 statements were issued during the relevant period. Since statutory wage statement penalties are
16 capped at \$4,000 per employee, Plaintiffs calculated Defendant's maximum possible wage
17 statement exposure as approximately \$892,000. However, Defendant raised numerous defenses,
18 including that the alleged violations, if any, were not "knowing and intentional," and that
19 Plaintiffs could not show that the Settlement Class members "suffer[ed] injury" as a result of
20 any alleged violations. Defendant further argued that Plaintiffs' underlying claims would fail,
21 and, therefore, their derivative wage statement claim would also fail. Therefore, Plaintiffs
22 discounted the maximum exposure by 35% for the risk of non-certification of the underlying
23 claims and 35% for a risk of being unsuccessful on the merits, including failing to prove the
24 violations were "knowing and intentional," that the Settlement Class members "suffer[ed]
25 injury," for an estimated recovery of \$376,870.

26 43. Based on data provided by Defendant, approximately 126 Settlement Class
27 members separated their employment during the relevant period applicable to this claim and
28 were entitled to recover waiting time penalties. Therefore, Plaintiffs calculated Defendant's

1 maximum potential exposure on this claim at \$738,360 (126 former employees * average
2 waiting time penalty of \$5,860 (\$24.42 average hourly rate * 8 hours * 30 days)). Defendant
3 maintains that waiting time penalties are not appropriate because Plaintiffs' claims fail on the
4 merits, and given their good-faith defenses, Plaintiffs cannot show that any failure by Defendant
5 to pay all final wages was willful. Plaintiffs discounted this claim by 35% for the risk of non-
6 certification and by an additional 20% for risk of being unsuccessful on the merits or failing to
7 establish willfulness, for an estimated recovery of \$383,947.

8 44. Plaintiffs allege that PAGA civil penalties would be recoverable for each pay
9 period in which they could prove an underlying Labor Code violation. According to Plaintiffs'
10 data analysis, the Settlement Class members worked a combined total of 32,177 pay periods
11 during the PAGA liability period in which at least one of Plaintiffs' alleged Labor Code
12 violations occurred. Plaintiffs therefore calculate Defendant's maximum PAGA exposure at
13 \$3,217,700 (32,177 pay periods * \$100 per violation). However, these penalties are exclusively
14 derivative of the underlying violations that Defendant vigorously disputes, both as to
15 certification and the merits. Plaintiffs also recognize that the Court has discretion to
16 substantially reduce any award of PAGA penalties. Therefore, Plaintiffs discounted the
17 maximum figure by 30% for the risk of losing on the merits of all underlying claims and by
18 90% for the likely possibility that this Court would reduce the PAGA penalties awarded, to
19 arrive at an estimated exposure of \$225,239.

20 45. Using these estimated figures, Plaintiffs estimated that the potential reasonable
21 recovery for the Settlement Class would be approximately \$4,571,258. Thus, the proposed
22 recovery to the Settlement Class \$3,825,000 represents approximately 83.67% of Plaintiffs'
23 reasonably forecasted class-wide recovery, which is well within the range approved by courts as
24 being fair, reasonable and adequate, while also avoiding further expense and risk of proceeding
25 towards class certification and trial.

26 46. Concurrently with the filing of this motion, Plaintiffs provided notice of the
27 proposed Settlement, as well as copies of the Motion for Preliminary Approval and all papers
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1 filed in support hereof, to the LWDA. Attached hereto as **Exhibit F** are true and correct copies
2 of Plaintiffs' Settlement submission and the LWDA's confirmation of receipt.

3 I declare under penalty of perjury under the laws of the United States and the state of
4 California that the foregoing is true and correct. Executed on December 27, 2023, at El
5 Segundo, California.

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7 Matthew K. Moen
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EXHIBIT A

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Aaron Hallum and Amy Ramos (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant FCA US, LLC (“Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by James R. Hawkins and Christina Lucio of James Hawkins APLC and Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Ryan H. Crosner and Catherine L. Brackett of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (“Defense Counsel”).

On December 5, 2019, Plaintiff Hallum filed a class action complaint against Defendant in San Bernardino County Superior Court, titled *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler Automobiles*, Case No. CIVDS1936782 (the “Action”). On February 13, 2020, Plaintiff Hallum filed a separate representative action complaint against Defendant in San Bernardino County Superior Court, titled *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler Automobiles*, Case No. CIVDS2004634 (the “PAGA Action”). On September 8, 2021, Plaintiff Ramos filed a class action complaint against Defendant in San Bernardino County Superior Court, titled *Amy Ramos v. FCA US LLC*, Case No. CIVSB2125996. On November 25, 2021, Plaintiff Ramos filed a first amended complaint in the *Ramos* action, adding a cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq* (“PAGA”).

On March 20, 2023, Plaintiffs filed a consolidated First Amended Complaint (“FAC”) in the Action, naming Plaintiff Ramos as an additional named plaintiff and consolidating all legal and factual allegations in the Action and the *Ramos* action. On April 11, 2023, the *Ramos* action was dismissed in its entirety, without prejudice. The FAC alleges that Defendant: (1) failed to pay all wages owed; (2) failed to provide all lawful meal periods; (3) failed to authorize and permit all lawful rest periods; (4) failed to timely pay wages owed upon separation from employment; (5) failed to furnish accurate itemized wage statements; (6) violated California’s unfair competition laws; and (7) is liable for PAGA civil penalties.

As a material term of this Settlement, the Parties agree that Plaintiffs will submit a supplemental letter to the California Labor and Workforce Development Agency (“LWDA”) to clarify the scope of Plaintiffs’ PAGA cause of action and exhaust administrative remedies for a claim pursuant to PAGA based on the following claims and/or theories of liability: failure to pay all wages owed during employment in violation of Labor Code section 204; failure to maintain all requisite payroll and personnel records in violation of Labor Code section 1174; and failure to reimburse all reasonable and necessary business expenses related to personal cell phone use and purchase of equipment, uniforms, and/or footwear in violation of Labor Code section 2802 (the “Clarified Claims”). Following Plaintiffs’ supplemental exhaustion of their pre-filing requirements, the Parties shall stipulate to, and Plaintiffs will file, a Second Amended Complaint (“SAC”) in the Action, incorporating all factual allegations and causes of action alleged in the Action and the PAGA Action, and additionally clarifying that Plaintiffs also seek to recover for all unpaid amounts, statutory penalties, and civil penalties based on the Clarified Claims. Following

the filing of the SAC in the Action, Plaintiff Hallum will seek dismissal of the PAGA Action, without prejudice.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to conditional certification of the following Settlement Class:

All current and former non-exempt employees of Defendant who worked in California during the time period from December 5, 2015, through and including July 9, 2023 (the “Class Period”). Should any Settlement Class member be incompetent, deceased, or unavailable due to military service, the Settlement Class shall include that person’s legal representative or successor in interest evidenced by reasonable verification.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement. The Parties agree that this stipulation to class certification is for purposes of this Settlement only.

2. **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who validly opt out as provided in paragraph 9D herein) will fully release and discharge Defendant and its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the “Released Parties”), as follows:

- A. All Settlement Class members who do not timely opt out will release and discharge the Released Parties from all causes of action and factual or legal theories that were alleged in the operative complaint in the Action, or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Action, including all of the following claims for relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) failure to timely pay all wages during employment; (g) failure to maintain all required payroll and personnel records; (h) failure to reimburse all reasonable and necessary business expenses related to personal cell phone use and purchase of equipment, uniforms, and/or footwear; (i) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of

action, or legal theories of relief pleaded in the operative complaint in the Action; (j) all claims under the Private Attorneys General Act of 2004 as set forth in Plaintiffs' amended PAGA Notices to the LWDA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint in the Action (the "PAGA Released Claims"); (k) any other claims or penalties under the wage and hour laws pleaded in the operative complaint in the Action; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Action (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of the Released Claims which occurred during the Class Period only during such time that the Settlement Class member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

It is understood and acknowledged that all current and former non-exempt employees of Defendant who worked in California during the time period from December 5, 2018 through and including July 9, 2023 (the "PAGA Aggrieved Employees"), will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the Settlement. All PAGA Aggrieved Employees shall be deemed to have released all claims for civil penalties under the PAGA against the Released Parties with respect to the underlying claims pled in the operative complaint in the Action or Plaintiffs' letters to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the time period December 5, 2018 through and including July 9, 2023 (the "PAGA Period"). The period of this release shall extend to the limits of the PAGA Period.

- B. In light of Plaintiffs' Class Representative Enhancement Awards, Plaintiffs agree to release, as individuals and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be

construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The “Effective Date” of this Settlement is the date on which the Settlement is approved and the Court’s order approving the Settlement (“Judgment”) becomes final. For purposes of this agreement, the Court’s Judgment “becomes final” upon the later of: (i) if there are no timely objections filed, or if any timely objections have been withdrawn, then the date the Court signs an Order granting Final Approval of this Settlement; (ii) if an objection is filed and not withdrawn, but no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered); (iii) the date the affirmance of any appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iv) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of Three Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$3,825,000.00) plus the employer’s share of applicable payroll taxes, in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. Defendant will fund the Maximum Settlement Amount within forty five (45) calendar days after the Effective Date, which shall be deposited with the Settlement Administrator and held in an established Qualified Settlement Fund (“QSF”).
- C. Under no condition will Defendant’s aggregate liability exceed the Maximum Settlement Amount, except as to the employer’s share of payroll taxes, which shall be paid separately and in addition to the Maximum Settlement Amount. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds prior to the date such funds are deposited with the Settlement Administrator into the QSF.
- D. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All awards (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$6,250.00;
 - (3) Up to \$10,000.00 each for Plaintiffs’ Class Representative Enhancement Awards in recognition for Plaintiffs’ contributions to the Action and service to the Settlement Class. These enhancement payments are in addition to the

payment to which Plaintiffs are entitled as Settlement Class members. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Awards, Plaintiffs shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

- (4) Up to one-third of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$1,275,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$60,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
- (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$75,000.00, will be payable to the LWDA, and the remaining 25%, or \$25,000.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount."

- E. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.
- G. **Escalator Clause.** Defendant represents that there are approximately 254 potential Settlement Class members who worked an estimated 54,493 aggregate workweeks from December 5, 2015 through the date of the Parties' mediation on March 15, 2023 ("Data Period"). If the actual number of aggregate workweeks worked by the Settlement Class members during the Data Period exceeds this figure by more than 10% (i.e., if there are 59,943 or more aggregate workweeks worked by the Settlement Class members during the Data Period), Defendant shall increase the Maximum Settlement Amount on a proportional basis (e.g., if there was a 12% increase in the number of aggregate workweeks, Defendant shall increase the Maximum Settlement Amount by 12%).

4. **Awards to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive an award ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees,

Class Counsel's costs and expenses, the Class Representative Enhancement Awards, the Settlement Administrator's fees and expenses for administration, and the 75% portion of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
- i. PAGA Amount: The \$25,000.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period.
 - ii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between December 5, 2018 and the close of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
 - iii. Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between December 5, 2016 and the close of the Class Period.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within 10 business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award, and will

prepare and mail the Individual Settlement Awards to the participating Settlement Class members. The Parties and their respective counsel shall not bear any responsibility for unintentional errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

- D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Award shall be allocated as follows: Ninety Percent (90%) as penalties and interest; and Ten Percent (10%) as wages. The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Awards allocated as unpaid wages, which will be deducted from their Individual Settlement Awards. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. To the extent that this Settlement Agreement is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any employee tax obligations regarding the allocation of the Maximum Settlement Amount or any payment made pursuant to this Settlement Agreement.
- E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Award, regardless of whether such checks are actually received and/or negotiated by the recipients. Uncashed Individual Settlement Award checks will not be re-issued, except for good cause and as mutually agreed upon by the Parties in writing. Each member of the Settlement Class who receives an Individual Settlement Award must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transferred to Legal Aid Society of San Bernardino, the Parties’ agreed-upon *cy pres* designee.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$1,275,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$60,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work

performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court. Except as specified in this paragraph, the Parties will otherwise each bear their own attorneys' fees and litigation costs.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for Class Representative Enhancement Awards in the amount of \$10,000.00 each (\$20,000.00 total) for Plaintiffs' time and risk in prosecuting this case, Plaintiffs' service to the Settlement Class, and in exchange for Plaintiffs' general release of claims. These awards will be in addition to Plaintiffs' Individual Settlement Awards as Settlement Class members, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to \$6,250.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for establishing a QSF into which it shall deposit and hold the payment from Defendant comprising the Maximum Settlement Amount, maintaining its own employer taxpayer ID number, sending Notice Packets to the Settlement Class members, calculating Individual Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing James R. Hawkins and Christina Lucio of James Hawkins APLC and Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiffs Aaron Hallum and Amy Ramos as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class Action Settlement and Notice of Individual Settlement Award, and which was mutually drafted and agreed upon by the Parties prior to submission to the Court for approval), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator, on a confidential basis, with the following information for each Settlement Class member: name, last known address, last known telephone number, social security number or other taxpayer identification number, and number of weeks worked during the Class Period (to the extent all such information is available) (the “Class List”).
- B. Within ten (10) business days from receipt of the Class List, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet and return-postage-paid envelope to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto within three (3) business days of receipt. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the return mail. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Award. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. A reminder postcard shall be mailed to the Settlement Class members thirty (30) days after the initial Notice Packet mailing date.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion

by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number (or other taxpayer identification number) of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number (or other taxpayer identification number) will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except as to that portion of the Settlement and final judgment dedicated to alleged violations of the PAGA and associated penalties.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
- iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees employed by Defendant during the PAGA Period shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the Settlement Class.
- iv. Defendant's Right to Rescind. Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement if more than ten percent (10%) of the putative Settlement Class members validly exclude themselves from the Settlement. Defendant shall communicate its decision to nullify the Settlement Agreement pursuant to this paragraph in writing to the Settlement Administrator and Class Counsel no later than ten (10) calendar days after the Response Deadline. In the event that Defendant elects to exercise this right, Defendant shall be solely responsible for paying all costs incurred by the Settlement Administrator through the date that Defendant communicates its decision to nullify the Settlement Agreement in writing to the Settlement Administrator and Class Counsel.

- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection

with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defense Counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

- F. Notice of Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used to calculate the Individual Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Award, to provide documentation and/or an explanation to show contrary information. Defendant's workweek data will be presumed to be correct unless a particular Settlement Class member proves otherwise to the Settlement Administrator by credible written evidence. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement, and the Settlement Administrator's decision on all workweek disputes will be final and non-appealable. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded to any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability, wrongdoing, or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement

Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152. Defendant denies Plaintiffs' claims and allegations alleged in the Action and any and all liability, fault, and the existence or applicability of any damages or penalties of any kind whatsoever. This Settlement Agreement may however be used as an affirmative defense or bar, in whole or in part, to any future claims.

12. **Non-Disclosure and Non-Publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement, including the fact of the Settlement, or its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other unrelated actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of the Action (but not any other settlement details) for such purposes.

13. **Unalleged Claims.** Plaintiffs and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint in the Action. Plaintiffs and Class Counsel further represent that, other than the Action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiffs and Class Counsel further represent that, other than the currently pending litigation, they do not currently know of or represent any persons who have expressed an interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand, and agree that the representations described in this paragraph are essential to the Settlement Agreement, and that this Settlement Agreement would not have been entered into were it not for this representation.

14. **Tolling of Five Year Rule.** The Parties agree to stay and extend the Five Year Rule to bring the Action to trial under California Code of Civil Procedure section 583.310 pending the Court's ultimate determination on Plaintiff's Motion for Final Approval of this Settlement. The stay shall run from the date this Settlement Agreement is fully executed through the date the Court enters an order granting final settlement approval or denying the motion for final settlement approval with prejudice, whichever is first, and the Five Year Rule deadline shall be extended proportionately to the duration of the stay.

15. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this

Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Paul K. Haines of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendant: Ryan H. Crosner of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200, Los Angeles, CA 90071
Ryan.Crosner@ogletreedeakins.com

18. **Judgment and Continued Jurisdiction.** After the Court enters Judgment of Final Approval of the Settlement, the Parties agree that the Court will have continuing jurisdiction, pursuant to California Code of Civil Procedure section 664.6, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

AARON HALLUM

Dated: 10/13/2023

DocuSigned by:

6716DB68448C450

Aaron Hallum, Plaintiff

AMY RAMOS

Dated: _____

Amy Ramos, Plaintiff

FCA US, LLC

Dated: _____

By: _____
Its: _____
For FCA US, LLC, Defendant

APPROVED AS TO FORM:

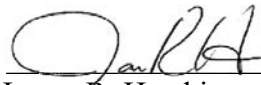
Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

Dated: 10/13/2023

JAMES HAWKINS APLC

By:  _____
James R. Hawkins
Christina Lucio
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: _____
Ryan H. Crosner
Catherine L. Brackett
Attorneys for Defendant

AARON HALLUM

Dated: _____

Aaron Hallum, Plaintiff

AMY RAMOS

Dated: 11/15/23



Amy Ramos (Nov 15, 2023 06:13 PST)
Amy Ramos, Plaintiff

FCA US, LLC

Dated: _____

By: _____
Its: _____
For FCA US, LLC, Defendant

APPROVED AS TO FORM:

Dated: 11/15/2023

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

Dated: _____

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Christina Lucio
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: _____
Ryan H. Crosner
Catherine L. Brackett
Attorneys for Defendant

AARON HALLUM

Dated: _____

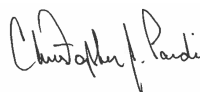
Aaron Hallum, Plaintiff

AMY RAMOS

Dated: _____

Amy Ramos, Plaintiff

FCA US, LLC



Dated: November 6, 2023

By: Christopher J. Pardi
Its: Senior Vice President, General Counsel
For FCA US, LLC, Defendant

APPROVED AS TO FORM:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiffs

Dated: _____

JAMES HAWKINS APLC

By: _____
James R. Hawkins
Christina Lucio
Attorneys for Plaintiffs

Dated: 11/7/2023

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By:  _____
Ryan H. Crosner
Catherine L. Brackett
Attorneys for Defendant

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees of Defendant FCA US, LLC (“FCA”) who worked in California during the time period December 5, 2015 through and including July 9, 2023 (the “Class Period”). Should any Settlement Class member be incompetent, deceased, or unavailable due to military service, the Settlement Class shall include that person’s legal representative or successor in interest evidenced by reasonable verification. Collectively, these employees will be referred to as “Settlement Class Members.”

PLEASE READ THIS NOTICE CAREFULLY YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler Automobiles*, San Bernardino County Superior Court, Case No. CIVDS1936782 (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. FCA’s records show that you were employed by FCA as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. In addition, regardless of whether you timely and validly exclude yourself from the Settlement, if the Court finally approves the Settlement, you will be bound by the release of the PAGA Released Claims if you are a PAGA Aggrieved Employee, as defined herein.

What is this case about?

Plaintiffs Aaron Hallum and Amy Ramos (“Plaintiffs”) brought this lawsuit against FCA asserting claims on behalf of all Settlement Class Members. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiffs allege that FCA: (1) failed to pay all wages owed, including minimum and overtime wages; (2) failed to provide proper meal periods, and to properly provide premium pay in lieu thereof; (3) failed to provide proper rest periods, and to properly provide premium pay in lieu thereof; (4) failed to provide complete, accurate, and/or properly formatted wage statements; (5) failed to pay all wages owed at termination of employment; (6) failed to timely pay all wages during employment; (7) failed to maintain all required payroll and personnel records; (8) failed to reimburse all reasonable and necessary business expenses related to personal cell phone

use and purchase of equipment, uniforms, and/or footwear; (9) engaged in unfair competition; and (10) is liable for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Lawsuit or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiffs’ claims or FCA’s defenses thereto. FCA denies the merits of Plaintiffs’ claims, and denies Plaintiffs’ claims are appropriate for class treatment.

By entering into the Settlement, FCA does not admit, and in fact, expressly denies, all of Plaintiffs’ allegations in this case. Specifically, FCA asserts that the Settlement Class Members were properly compensated at all times during the Class Period. FCA further asserts that it has maintained lawful wage-and-hour policies, practices, and procedures throughout the entirety of the Class Period. FCA has entered into the Settlement to resolve this matter and avoid the ongoing costs of litigation.

Plaintiffs and FCA entered into settlement discussions in an attempt to resolve the disputed claims in this case. To avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of FCA and the Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After FCA provided relevant information to Class Counsel, the Settlement was reached after mediation with the assistance of a third-party neutral, through arms’-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to FCA, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by FCA, your decision about whether to participate in the Settlement will not affect your employment. Under California law and FCA’s policies, unlawful retaliation is strictly prohibited. FCA will not take any adverse employment action against any Settlement Class Member, and will not otherwise target, retaliate, or discriminate against any Settlement Class Member, because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com	Attorneys for FCA: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Ryan H. Crosner, Esq. (SBN 278418) Ryan.Crosner@ogletreedeakins.com Catherine L. Brackett, Esq. (SBN 332918) catherine.brackett@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Phone: 213-457-5869 Fax: 213-239-9045
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2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com James R. Hawkins, Esq. SBN 192925 Christina M. Lucio, Esq. SBN 253677 9880 Research Drive, Suite 200 Irvine, California 92618 JAMES HAWKINS APLC Telephone: (949) 387-7200 Facsimile: (949) 387-6676 james@jameshawkinsaplc.com christina@jameshawkinsaplc.com	
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees of FCA who worked in California during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against FCA, as described below in the “Release” section. However, if a Settlement Class Member is also a PAGA Aggrieved Employee, the Settlement Class Member will be bound by the settlement and release of the PAGA Released Claims, regardless of whether the Settlement Class Member submits a valid and timely Request for Exclusion from the Settlement.

FCA has agreed to pay \$3,825,000.00 plus the employer’s share of applicable payroll taxes (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit. The Maximum Settlement Amount includes payments to Settlement Class Members, attorneys’ fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Awards. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,250.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement 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. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally

responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$1,275,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Awards. Class Counsel will ask the Court to award \$10,000.00 each to Plaintiffs (totaling \$20,000.00 total) as a Class Representative Enhancement Award. This is meant to compensate Plaintiffs for their general release of claims against FCA and their service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$100,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$75,000.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$25,000.00) will be payable to the Settlement Class as part of the Net Settlement Amount.

Calculation of Settlement Class Members' Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below), except with respect to the PAGA Amount described below, which will be paid to the PAGA Aggrieved Employees regardless of whether they submit valid and timely Requests for Exclusion from the Settlement. The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$25,000.00 payable to the Settlement Class Members as PAGA civil penalties shall be designated as the "PAGA Amount." Each Settlement Class Member who was employed by FCA in California at any time from December 5, 2018 through and including July 9, 2023 (the "PAGA Period") (the "PAGA Aggrieved Employees") shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees during the PAGA Period, regardless of whether he or she timely submits a valid Request for Exclusion.
- (ii) Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by FCA at any time from December 5, 2018 through and including July 9, 2023 (the "Wage Statement Period") shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
- (iii) Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be

distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from FCA at any time from December 5, 2016 through and including July 9, 2023 (the “Waiting Time Period”).

- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period. Specifically, each Settlement Class Member’s total workweeks during the Class Period will be divided by the total number of workweeks of all participating Settlement Class Members during the Class Period, and this amount will then be multiplied by the remaining Net Settlement Amount to determine the amount of the remainder of the Net Settlement Amount that will be distributed to each participating Settlement Class Member.

Individual Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement Award must negotiate that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not negotiated within 180 calendar days after mailing will be transferred by the Settlement Administrator to Legal Aid Society of San Bernardino, the Court-approved *cy pres* designee.

Allocation and Taxes. For tax purposes, each Individual Settlement Award will be allocated as 90% penalties and interest issued pursuant to an IRS Form 1099; and 10% as wages issued pursuant to an IRS Form W-2, with employee-side payroll withholding taxes withheld. The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, FCA and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge FCA US, LLC and its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the “Released Parties”), from all causes of action and factual or legal theories that were alleged in the operative complaint in the Lawsuit, or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Lawsuit, including all of the following claims for relief: (a) failure to pay all wages owed, including minimum and overtime wages; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate, and/or properly formatted wage statements; (e) waiting time penalties; (f) failure to timely pay all wages during employment; (g) failure to maintain all required payroll and personnel records; (h) failure to reimburse all reasonable and necessary business expenses related to personal cell phone use and purchase of equipment, uniforms, and/or footwear; (i) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any

of the claims, causes of action, or legal theories of relief pleaded in the operative complaint in the Lawsuit; (j) all claims under the Private Attorneys General Act of 2004 as set forth in Plaintiffs' amended PAGA Notices to the LWDA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the operative complaint in the Lawsuit; (k) any other claims or penalties under the wage and hour laws pleaded in the operative complaint in the Lawsuit; and (l) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Lawsuit (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. FCA shall be entitled to a release of the Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

PAGA Release. If the Court approves the Settlement, all PAGA Aggrieved Employees will be issued a check for their share of the PAGA Amount and shall be deemed to have released all claims for civil penalties under the PAGA against the Released Parties with respect to the underlying claims pled in the operative complaint in the Lawsuit and Plaintiffs' letters to the LWDA, or which could have been pled in the operative complaint in the Lawsuit based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims"). This release shall extend to the limits of the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order, at or following the Final Approval Hearing, finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Award, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks that you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in FCA's records regarding this information, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Individual Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *AARON HALLUM, ET AL. V. FCA US, LLC* LAWSUIT FILED IN THE SAN BERNARDINO COUNTY SUPERIOR COURT, CASE NO. CIVDS1936782. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT, EXCEPT WITH RESPECT TO THE PAGA AMOUNT IF I AM A PAGA AGGRIEVED EMPLOYEE.”

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement, except with respect to the PAGA Amount if the Settlement Class Member is also a PAGA Aggrieved Employee. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your full name and current address, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Aaron Hallum, et al. v. FCA US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1936782. Objections in writing must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department S-17 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, California 92415. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the

Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S-17 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, California 92415. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Awards to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **Unless you wish to object at the time of the Hearing, you are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Court, located at 247 West Third Street, San Bernardino, California 92415, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, FCA, OR FCA'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

*AARON HALLUM, ET AL. V. FCA US, LLC, doing business as FIAT CHRYSLER
AUTOMOBILES*

SAN BERNARDINO COUNTY SUPERIOR COURT, CASE NO. CIVDS1936782

Please complete, sign, date, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>**
ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any
of the information listed in Section (III), below. It is your responsibility to keep a current address
on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information
has changed:**

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to FCA US, LLC's records:

(a) You worked _____ weeks from December 5, 2015 to July 9, 2023;

(b) You worked _____ weeks from December 5, 2018 to July 9, 2023 (the
Wage Statement Period/PAGA Period); and

(c) Your employment with FCA **<<DID/DID NOT>>** end between December 5, 2016 and
July 9, 2023 (the Waiting Time Period).

Based on the above, your Individual Settlement Award is estimated to be \$_____.

**(IV) If you disagree with the information provided in items (a) - (c) in Section (III) above,
please explain why in the space provided below and include copies of any supporting
evidence or documentation with this form:**

If you dispute the above information from FCA's records, those records will control unless you are able to provide documentation that establishes that FCA's records are mistaken. If there is a dispute about whether FCA's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: _____

Date: _____

EXHIBIT C

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

December 5, 2019

Via LWDA Website:

Labor and Workforce Development Agency Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail:

FCA US, LLC dba Fiat Chrysler Automobiles
Agent for Service of Process: CT CORPORATION SYSTEM
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Receipt No.: 7018 1130 0001 8270 0670

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Aaron Hallum, on behalf of himself and all others similarly situated, gives NOTICE of his Complaint pursuant to civil action pursuant to Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by online submission to the Labor and Workforce Development Agency, and by certified mail to Defendants FCA US, LLC doing business as Fiat Chrysler Automobiles ("Defendant") via the agent for service of process.

Plaintiff has attached his Complaint, as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges Defendant has violated, including the facts and relevant theories upon which Plaintiff claims such violations. Plaintiff also alleges a violation of Labor Code section 204 for Defendant's failure to timely pay wages owed each pay period as required by law as set forth in the complaint.

The group of aggrieved employees that Mr. Hallum seeks to represent is defined as any and all persons who are or were employed by Defendants as non-exempt employees, however titled, in the State of California during the liability period.

All Labor Code and related Complaint allegations pertain to all entities or individuals named in the Complaint, even if not so specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if

the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq.

December 5, 2019

Page 2

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Christina M. Lucio', with a stylized flourish at the end.

Christina M. Lucio, Esq.

Enclosure: Class Action Complaint

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff AARON HALLUM,
on behalf of himself and all others similarly situated

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

AARON HALLUM, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

FCA US, LLC, doing business as FIAT
CHRYSLER AUTOMOBILES, a
Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay All Wages Owed,
including Minimum Wages;**
- 2) **Failure to Pay Overtime;**
- 3) **Failure to Provide Lawful Meal
Periods;**
- 4) **Failure To Authorize And Permit
Rest Periods;**
- 5) **Failure to Timely Pay Wages Owed
Upon Separation From Employment;**
- 6) **Failure to Furnish Accurate Itemized
Wage Statements;**
- 7) **Violation of the Unfair Competition
Law;**

DEMAND FOR JURY TRIAL

1
2 Plaintiff AARON HALLUM (“Plaintiff”), an individual, asserts claims against defendant
3 FCA US, LLC, a Delaware Corporation, and DOES 1-50, inclusive (collectively “FCA” or
4 “Defendants”) as follows:

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
7 on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-
8 exempt warehouse employees, however titled, in the State of California within four (4) years prior
9 to the filing of the Complaint in this action until the resolution of this lawsuit and whose job duties
10 did not consist of over 50% administrative, executive or professional duties (collectively referred
11 to as the “Class” or “Class Members” or “Non-Exempt Employees”).

12 2. During the “liability period,” as defined as the applicable statute of limitations for
13 each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair
14 Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is
15 three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this
16 action through the present (referred to as “the liability period(s)”) – Defendants consistently
17 maintained and enforced against its Non-Exempt Employees unlawful practices and policies in
18 violation of California state wage and hour laws, including failing to lawfully and accurately pay
19 Plaintiff and Class Members for all hours worked, including minimum wages and overtime; failing
20 to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular
21 rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to
22 accurately pay overtime; failing to provide accurate itemized wage statements; and failing to keep
23 accurate records.

24 3. Defendants implemented uniform policies and practices that deprived Plaintiff and
25 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
26 premium wages; and lawful meal and/or rest breaks.

27 4. Such actions and policies, as described above and further herein, were and continue
28 to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class

1 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,
2 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197,
3 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8,
4 section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation,
5 unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys' fees and costs.

6 5. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and
7 Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to
8 pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

9 **JURISDICTION AND VENUE**

10 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
11 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
12 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
13 California Superior Court and will be established according to proof at trial.

14 7. This Court has jurisdiction over this action pursuant to the California Constitution
15 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
16 those given by statute to other courts. The statutes under which this action is brought do not give
17 jurisdiction to any other court.

18 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
19 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

20 9. This Court has jurisdiction over Defendants because, upon information and belief,
21 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
22 otherwise intentionally avails itself of the California market so as to render the exercise of
23 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
24 substantial justice. Defendants have done and are doing business throughout California.

25 10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
26 similarly situated Non-Exempt Employees within San Bernardino County and it is believed that
27 Defendants have employed over one hundred Class Members as Non-Exempt Employees
28 throughout the state.

11. The California Superior Court also has jurisdiction in this matter because the individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

PARTIES

13. FCA US, LLC, is a Delaware corporation in good standing that is authorized to do business throughout the state of California. FCA US, LLC's headquarters are located at 1000 Chrysler Drive; Auburn Hills, MI 48326-2766. FCA US, LLC does business in California as Fiat Chrysler Automobiles.

14. FCA US, LLC is an automaker that operates throughout the United States where it designs, manufactures, and sells or distributes vehicles under various brands such as Chrysler, Dodge, Jeep, Ram, FIAT and Alfa Romeo brands. The Company also distributes Mopar and Alfa Romeo parts and accessories. FCA US constitutes one of the companies under Fiat Chrysler Automobiles.

15. Plaintiff Aaron Hallum is and during the liability period has been, a resident of California.

16. Plaintiff was employed by defendant during the liability period as a Warehouse Worker at a jobsite in Ontario, California.

17. Plaintiff and the members of the putative class were employed by Defendants as non-exempt warehouse employees, however titled, (the “Class Members” or “Non-Exempt

Employees”) during the liability period in the state of California.

18. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants’ officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

19. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

20. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

21. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

22. During the relevant time frame, Defendants compensated Plaintiff and the Non-

1 Exempt Employees based upon an hourly wage.

2 23. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
3 non-exempt employees within the meaning of the California Labor Code, and the implementing
4 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
5 the IWC Wage Orders and the Labor Code.

6 24. Plaintiff was employed as an hourly non-exempt Warehouse Worker from October
7 12, 2015 through December 2018. Plaintiff worked at defendant's location in Ontario, California.

8 25. The members of the putative class worked as warehouse employees of Defendants
9 throughout the state of California during the liability period.

10 26. Plaintiff typically worked six days a week, averaging 60-70 hours a week.

11 27. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
12 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
13 requirements of California's wage and employment laws.

14 28. All Class Members, including Plaintiff, are similarly situated in that they are all
15 subject to Defendants' uniform policies and systemic practices as specified herein.

16 29. Plaintiff and the Class Members were not properly compensated for all hours
17 worked, in part because they were frequently required to work off the clock.

18 30. They were also subject to Defendants' illegal time shaving and time clock rounding
19 policies which resulted in Class Members being paid for less than all hours worked.

20 31. In addition, the Class Members frequently worked in excess of eight (8) hours a
21 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
22 of time and one-half the employee's regular rate of pay per hour. Plaintiff and the Class Members
23 also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours on the
24 seventh day of the workweek, but were not properly paid for such time at a rate of two times the
25 employee's regular rate of pay per hour.

26 32. Upon information and belief, shift premiums and other incentive or bonus
27 compensation were not including the regular rate of pay.

28 33. Class Members were regularly required to work shifts in excess of five hours

1 without being provided a lawful meal period and over ten hours in a day without being provided a
2 second lawful meal period as required by law.

3 34. Indeed, during the relevant time, as a consequence of Defendants' staffing and
4 scheduling practices, work demands policies and practices, Defendants frequently failed to
5 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
6 periods on shifts over five hours as required by law and failed to provide lawful second meal
7 periods on shifts over ten hours.

8 35. In addition, Plaintiff and the Class Members were not permitted to leave the
9 premises during meal and rest periods.

10 36. Defendants exercise of control over Plaintiff and the Class Members during meal
11 and rest periods is inconsistent with Defendants' obligations to relinquish control and provide
12 such meal and rest periods under the law.

13 37. On information and belief, Plaintiff and Class Members did not waive their rights
14 to first or second meal periods under the law.

15 38. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
16 periods.

17 39. Moreover, Plaintiff and the Class Members did not record lawful off-duty meal
18 breaks in violation of the Wage Order and Labor Code.

19 40. Despite the above-mentioned meal period violations, Defendants failed to
20 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
21 additional hour of pay at their regular rate as required by California law when meal periods were
22 not timely or lawfully provided in a compliant manner.

23 41. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
24 should know, knew, and/or should have known that Plaintiff and the other Class Members were
25 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 and
26 512 but were not receiving such compensation.

27 42. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
28 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest

1 period for every four hours worked or major fraction thereof, which is a violation of the Labor
2 Code and IWC wage order.

3 43. Defendants maintained and enforced scheduling practices, policies, and imposed
4 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
5 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
6 requisite rest periods were not timely authorized and permitted.

7 44. In addition, as detailed above, Class Members were not allowed to leave the
8 premises during rest breaks.

9 45. Despite the above-mentioned rest period violations, Defendants did not
10 compensate Plaintiff, and on information and belief, did not pay Class Members one additional
11 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
12 and the applicable IWC wage order, for each day on which lawful rest periods were not
13 authorized and permitted.

14 46. Defendants also failed to provide accurate, lawful itemized wage statements to
15 Plaintiff and the Class Members in part because of the above specified violations. In addition,
16 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
17 applicable hourly rates, the name and address of the legal entity that is the employer, gross pay
18 and net pay figures from Plaintiff and the Class Members' wage statements.

19 47. Defendants have made it difficult to determine applicable rates of pay and account
20 with precision for the unlawfully withheld wages and deductions due to be paid to Non-exempt
21 Employees, including Plaintiff, during the liability period because they did not implement and
22 preserve a lawful record-keeping method to record all hours worked, meal periods, and non-
23 provided rest and meal periods owed to employees as required for non-exempt employees by 29
24 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage
25 Orders.

26 48. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
28 thereof for resignations without prior notice as the case may be) they had a duty to accurately

1 compensate Plaintiffs and Class Members for all wages owed including minimum wages, straight
2 time wages, overtime, meal and rest period premiums, and that Defendants had the financial ability
3 to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so
4 in part because of the above-specified violations.

5 49. Plaintiff and the Class Members are covered by applicable California IWC Wage
6 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
7 section 11000 *et seq.*

8 **CLASS ACTION ALLEGATIONS**

9 50. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
10 other person similarly situated, and thus, seeks class certification under California Code of Civil
11 Procedure §382.

12 51. All claims alleged herein arise under California law for which Plaintiff seeks relief
13 as authorized by California law.

14 52. The **proposed class** is comprised of and defined as: All persons currently or
15 formerly employed by Defendants as non-exempt warehouse employees, however titled,
16 throughout the state of California within four (4) years prior to the filing of the Complaint in this
17 action until the resolution of this lawsuit and whose job duties did not consist of over 50%
18 administrative, executive or professional duties.

19 53. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which
20 are composed of Class Members satisfying the following definitions:

21 a. All Class Members who were subject to Defendant's unlawful rounding
22 practices (collectively **"Rounding Subclass"**);

23 b. All Class Members who were not accurately paid overtime for all hours
24 worked over eight in a day or over forty in a workweek (**collectively "Overtime Subclass"**);

25 c. All Class Members who were not paid at least minimum wage for each hour
26 worked (collectively **"Minimum Wage Subclass"**)

27 d. All Class Members who were not allowed to leave the premises during meal
28 periods. (**"Meal Premises Subclass"**)

1 e. All Class Members who were not allowed to leave the premises during rest
2 periods. (“Rest Premises Subclass”)

3 f. All Class Members who worked more than five (5) hours in a workday and
4 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
5 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
6 thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

7 g. All Class Members who worked more than ten (10) hours in a workday and
8 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
9 and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
10 thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

11 h. All Class Members who worked more than three and a half hours in a
12 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
13 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
14 hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred
15 to as the “**Rest Period Subclass**”);

16 i. All Class Members who did not receive all owed wages at the time of
17 separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the
18 “**Waiting Time Subclass**”);

19 j. All Class Members who were not provided with accurate and complete
20 itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**
21 **Subclass**”);

22 k. All Class Members who were employed by Defendants and subject to
23 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**
24 **Practices Subclass**”).

25 54. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
26 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
27 or if it should be deemed necessary by the Court or to further divide the Class Members into
28 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the

1 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

2 55. As set forth in further detail below, this action has been brought and may properly
3 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
4 because there is a well-defined community of interest in the litigation, and the proposed Class and
5 Subclasses are easily ascertainable through Defendants' records.

6 a. Numerosity: The members of the Class and Subclasses are so numerous that
7 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
8 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
9 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
10 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
11 employment records would provide information as to the number and location of all Class
12 Members. Joinder of all members of the proposed Class is not practicable.

13 b. The proposed class is easily ascertainable. The number and identity of the
14 class members are determinable from Defendants' payroll records and time records for each class
15 member.

16 c. Commonality: There are common questions of law and fact as to the Class
17 and Subclasses that predominate over questions affecting only individual Class Members. These
18 common questions of law and fact include, without limitation: Note: These commonality questions
19 should mirror your causes of action.

20 1) Whether Defendants rounding practices were lawful;

21 2) Whether Defendants paid Class Members at least minimum wage for all
22 hours worked;

23 3) Whether Defendants knew or should have known that Class Members were
24 required to perform work off the clock;

25 4) Whether Defendants accurately calculated and paid all Class Members
26 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
27 hours per day and/or forty (40) hours per week;

28

1 5) Whether Defendants violated the law by requiring Class Members to remain
2 on premises during meal periods;

3 6) Whether Defendants violated the law by requiring Class Members to remain
4 on premises during rest periods;

5 7) Whether Defendants had a policy and practice of providing lawful, timely
6 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
7 Commission (“IWC”) wage order;

8 8) Whether Defendants had a policy and practice of complying with Labor
9 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
10 provided;

11 9) Whether Defendants failed to authorize and permit a lawful, net 10-minute
12 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

13 10) Whether Defendants required employees to remain on the premises during
14 rest periods;

15 11) Whether Defendants had a policy and practice of complying with Labor
16 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
17 provided;

18 12) Whether Defendants failed to timely pay all wages upon separation in
19 accordance with Labor Code sections 201-202;

20 13) Whether Defendants omitted required information from itemized wage
21 statements;

22 14) Whether Defendants failed to maintain accurate records of Class Members'
23 earned wages, work periods, meal periods and deductions;

24 15) Whether Defendants engaged in unfair competition in violation of section
25 17200 et seq. of the Business and Professions Code;

26 16) Whether Defendants’ conduct was willful and/or reckless;

27 17) Whether Defendants failed to provide accurate itemized wage statements in
28 violation of Labor Code § 226; and

1 18) The appropriate amount of damages, restitution, and/or monetary penalties
2 resulting from Defendants' violations of California law.

3 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
4 interests of each member of the Class and Subclasses with whom he has a well-defined community
5 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
6 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
7 would be sought by each member of the Class and/or Subclasses in separate actions. All members
8 of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful
9 meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages at
10 termination, failure to pay minimum wages, and failure to accurately pay all wages earned including
11 all owed premium and overtime wages, all due to Defendants' policies and practices that affected
12 each member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same
13 type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

14 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
15 interests of each member of the Class and/or Subclasses with whom he has a well-defined
16 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
17 he has an obligation to make known to the Court any relationships, conflicts, or differences with
18 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
19 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
20 versed in the rules governing class action discovery, certification, litigation, and settlement and
21 experienced in handling such matters. Other former and current employees of Defendants may also
22 serve as representatives of the Class and Subclasses if needed.

23 f. Superiority: The nature of this action makes the use of class action
24 adjudication superior to other methods. A class action will achieve economies of time, effort,
25 judicial resources, and expense, which would not be achieved with separate lawsuits. The
26 prosecution of separate actions by individual members of the Class and/or Subclasses would create
27 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
28 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and

1 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
2 disposition of their interests through actions to which they were not parties. Thus, a class action is
3 superior to other available means for the fair and efficient adjudication of this controversy because
4 individual joinder of all Class Members is not practicable, and questions of law and fact common
5 to the Class predominate over any questions affecting only individual Class Members. Each
6 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
7 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
8 periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to
9 timely pay wages at termination, and failure to accurately pay all wages earned including all owed
10 premium and overtime wages, all due to Defendants' policies and practices that affected each
11 member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly
12 situated persons to litigate their claims in the manner that is most efficient and economical for both
13 parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be
14 encountered in the management of this action that would preclude its maintenance as a class action.

15 g. Public Policy Considerations: Employers in the state of California violate
16 employment and labor laws every day. However, current employees are often afraid to assert their
17 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers may damage their future endeavors through negative
19 references and/or other means. The nature of this action allows for the protection of current and
20 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
21 California have a significant interest in ensuring employers comply with California's labor laws
22 and in ensuring those employers who do not are prevented from taking further advantage of their
23 employees.

24 CLASS ACTION CLAIMS

25 FIRST CAUSE OF ACTION

26 FAILURE TO PAY ALL WAGES OWED, INCLUDING MINIMUM WAGES

27 **(By Plaintiff and the Minimum Wage and Rounding Subclasses Against Defendants)**
28

1 56. Plaintiff incorporates by reference each and every paragraph above, and realleges
2 each and every allegation contained above as though fully set forth herein.

3 57. At all times relevant, Labor Code §1194 provides that any employee receiving less
4 than the legal minimum wage or the legal overtime compensation applicable to the employee is
5 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or
6 overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

7 58. Labor Code §1197 states: "The minimum wage for employees fixed by the
8 commission is the minimum wage to be paid to employees, and the payment of a less wage than
9 the minimum so fixed is unlawful."

10 59. Cal. Lab. Code § 1198 further states that the employment of an employee for longer
11 hours than those fixed by the Industrial Welfare Commission is unlawful.

12 60. The IWC Wage Orders similarly require that employees be paid on the established
13 payday for the period involved, not less than the applicable minimum wage for all hours worked in
14 the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

15 61. The IWC Wage Orders define "hours worked" as "the time during which an
16 employee is subject to the control of an employer, and includes all the time the employee is
17 suffered or permitted to work, whether or not required to do so."

18 62. At all times relevant, Plaintiff and Class Members consistently worked hours for
19 which they were not paid because Plaintiff and the Class Members were required to work off the
20 clock, and/or worked hours for which they were not paid as a result of Defendants' rounding
21 practices.

22 63. Plaintiff and the Class Members were also required to remain on premises during
23 purported meal and rest breaks. Class Members were subject to Defendants' control, such that
24 time during such non-provided breaks were work hours.

25 64. Upon information and belief, Defendants also maintained an unlawful auto-deduct
26 policy for non-provided meal and rest periods.

1 65. Plaintiff is informed and believes that Defendants and its managers were aware
2 that Plaintiff and the Class Members were working off the clock and/or were not paid for all
3 hours worked and that they should have been paid for this time.

4 66. Upon information and belief, Defendants knew or should have known Plaintiffs
5 and the Class Members were undercompensated.

6 67. Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of
7 wages owed violates the provisions of Labor Code §1194, §1197, §1198, and the applicable IWC
8 wage orders and is therefore unlawful.

9 68. Accordingly, Defendants owe Plaintiff and Class Members wages, including
10 minimum wages, and have failed and refused, and continue to fail and refuse, to pay Plaintiffs and
11 Class Members the wages owed.

12 69. Pursuant to Labor Code §218.5, 218.6, and 1194, Plaintiffs and Class Members are
13 entitled to recover their unpaid compensation, as well as interest, costs, and attorneys' fees.

14 70. In addition, pursuant to Labor Code §1194.2(a), Plaintiff and the Class Members
15 are entitled to "recover liquidated damages in an amount equal to the wages unlawfully unpaid
16 and interest thereon."

17 71. Also, pursuant to Labor Code §1197.1, Plaintiff and the Class Members are
18 entitled to claim all applicable civil penalties as a direct result of Defendants' policy and practice
19 of paying a wage less than the minimum fixed by an order of the commission.

20 72. Accordingly, Plaintiff and Class Members are entitled to recover their unpaid
21 wages, including minimum wages, overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(By Plaintiff and the Overtime Subclasses Against Defendants)**

26 73. Plaintiff incorporates by reference each and every paragraph above, and realleges
27 each and every allegation contained above as though fully set forth herein.
28

1 74. At all times relevant, pursuant to Labor Code section 510, 1194, and the IWC wage
2 orders applicable to Plaintiff's and the Class Members' employment by Defendants provided that
3 employees working for more than eight (8) hours in a day or forty (40) hours in a work week are
4 entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for
5 all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An
6 employee who works more than twelve (12) hours in a day or in excess of eight (8) hours in a day
7 on the seventh day of work in a particular work week is entitled to overtime compensation at a rate
8 of twice the regular rate of pay.

9 75. The IWC Wage Orders define "hours worked" as "the time during which an
10 employee is subject to the control of an employer, and includes all the time the employee is
11 suffered or permitted to work, whether or not required to do so."

12 76. Defendant failed to include all forms of compensation, including without
13 limitation shift premiums and incentive pay, in the regular rate of compensation.

14 77. Plaintiff is informed and believes that Defendants failed to compensate Class
15 Members for all overtime hours worked at the proper regular rate.

16 78. Upon information and belief, Defendants knew or should have known Plaintiffs
17 and the Class Members were undercompensated.

18 79. Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of
19 wages owed violates the provisions of Labor Code §510, §1194, §1197, §1198, and the applicable
20 IWC wage orders and is therefore unlawful.

21 80. Accordingly, Defendants owe Plaintiff and Class Members overtime wages, and
22 have failed and refused, and continue to fail and refuse, to pay Plaintiffs and Class Members the
23 wages owed.

24 81. Pursuant to Labor Code §218.5, 218.6, and 1194, Plaintiffs and Class Members are
25 entitled to recover their unpaid compensation, as well as interest, costs, and attorneys' fees.

26 82. In addition, pursuant to Labor Code §1194.2(a), Plaintiff and the Class Members
27 are entitled to "recover liquidated damages in an amount equal to the wages unlawfully unpaid
28 and interest thereon."

1 83. Also, pursuant to Labor Code §1197.1, Plaintiff and the Class Members are
2 entitled to claim all applicable civil penalties as a direct result of Defendants' policy and practice
3 of paying a wage less than the minimum fixed by an order of the commission.

4 84. Accordingly, Plaintiff and Class Members are entitled to recover their unpaid
5 overtime compensation, as well as interest, costs, and attorneys' fees.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

8 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

9 85. Plaintiff incorporates by reference and realleges each and every allegation contained
10 above, as though fully set forth herein.

11 86. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
12 period of more than five (5) hours without providing a meal break of not less than thirty (30)
13 minutes in which the employee is relieved of all of his or her duties, except that when a work period
14 of not more than six (6) hours will complete the day's work the meal period may be waived by
15 mutual consent of the employer and employee.

16 87. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
17 for a work period of more than ten (10) hours without providing a second meal break of not less
18 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
19 break may only be waived by mutual consent, and if the employee did not waive his or her first
20 meal period, and the employee's work day will not exceed twelve hours.

21 88. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
22 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
23 thirty (30) minutes within the first five hours of a shift.

24 89. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to
25 provide Plaintiff and Class Members timely and uninterrupted second meal periods of not less than
26 thirty (30) minutes on shifts longer than ten hours.

27 90. On information and belief, Plaintiff and Class Members did not waive their rights
28 to meal periods under the law.

91. In addition, Plaintiff and the Class Members were not allowed to leave the premises during meal periods.

92. Plaintiff and the Class Members were not paid one hour of pay at their regular rate for each day that a first or second meal period was not lawfully provided.

93. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

94. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

95. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

(By Plaintiff and the Rest Period Subclass Against All Defendants)

96. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

97. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized 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 worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

98. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

99. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

100. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

101. In addition, Plaintiff and the Class Members were not allowed to leave the premises during rest periods.

102. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Class Members premium pay as required by law.

103. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

104. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff and the Waiting Time Subclass Against All Defendants)

105. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

106. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

107. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

108. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

109. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

110. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

SIXTH CAUSE OF ACTION

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

By Plaintiff and Wage Statement Subclass Against Defendants

111. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

112. Labor Code section 226(a) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing

1 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
2 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of his or her social security number or an
4 employee identification number other than a social security number, (8) the name and address of
5 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
6 pay period and the corresponding number of hours worked at each hourly rate by the
7 employee....”.

8 113. Further, the IWC Wage Orders require in pertinent part: Every employer shall
9 keep accurate information with respect to each employee including the following: (3) Time
10 records showing when the employee begins and ends each work period. Meal periods, split shift
11 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
12 payroll period and applicable rates of pay....”

13 114. Labor Code section 1174 of the California also requires Defendants to maintain
14 and preserve, in a centralized location, among other items, records showing the names and
15 addresses of all employees employed and payroll records showing the hours worked daily by, and
16 the wages paid to, its employees.

17 115. On information and belief and based thereon, Defendants have knowingly and
18 intentionally failed to comply with Labor Code section 1174, including by implementing the
19 policies and procedures and committing the violations alleged in the preceding causes of action
20 and herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to
21 Labor Code section 1175.

22 116. Defendants have failed to record many of the items delineated in applicable
23 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
24 1174, including by virtue of the fact that each wage statement which failed to accurately
25 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
26 meal and rest periods, or which failed to include compensation for all minimum wages earned or
27 overtime hours worked, was an inaccurate wage statement.

28 117. On information and belief, Defendants failed to implement and preserve a lawful

1 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
2 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
3 section 226 and applicable California Wage Orders. In order to determine if they had been paid
4 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
5 have been, and are compelled to try to discover the required information missing from their wage
6 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
7 the wage statements Defendants provided to them.

8 118. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
9 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
10 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
11 required information. Specifically, Defendants have also omitted accurate itemizations of total
12 hours worked, the name and address of the legal entity that is the employer, applicable hourly
13 rates, and gross pay from Plaintiff and the Class Members' wage statements. In addition,
14 Defendants have failed to provide accurate itemized wage statements as a consequence of the
15 above-specified violations for failure to accurately pay all wages owed, accurately record all
16 hours worked, and failure to pay meal and rest period premiums as required by law.

17 119. Moreover, upon information and belief, as a pattern and practice, in violation of
18 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
19 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
20 Statement Class, including but not limited to, beginning and ending of each work period, meal
21 period and split shift interval, the total daily hours worked, and the total hours worked per pay
22 period and applicable rates of pay.

23 120. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
24 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
25 Class in that the members of the Wage Statement Class were not timely provided written accurate
26 itemized statements showing all requisite information, such that the members of the Wage
27 Statement Class were misled by Defendants as to the correct information regarding various items,
28 including but not limited to the identity of the employer, total hours worked by the employee,

gross pay, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

121. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

By Plaintiff and Class Against All Defendants

122. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

123. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

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

125. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on the violation of any state or federal law.

126. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action.

127. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages and overtime, as well as failing to keep accurate records and provide accurate itemized wage statements as specified above.

128. Plaintiff and the Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

129. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class;
3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to pay all wages owed, including minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to pay overtime wages)

1. For the unpaid balance of the full amount of any overtime wages, as well as interest thereon,
2. Penalties according to statute,

3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages At Separation)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 203;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper;

1 **On the Seventh Cause of Action**

2 (Violation of the Unfair Competition Law)

3 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
4 sums to Plaintiff and Class Members for the Defendants' past failure to pay overtime and regular
5 wages, for Defendants' and for premium wages for meal and rest periods that were not provided to
6 Plaintiff and Class Members over the last four (4) years in an amount according to proof;

7 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
8 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

9 3. For pre-judgment interest on any unpaid overtime wages due from the day that such
10 amounts were due;

11 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
12 recover under the Labor Code; and

13 5. For such other and further relief as the Court deems proper.

14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
17 matter.

18 Respectfully submitted,

19
20
21 Dated: December 5, 2019

22  _____
JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

23
24 Attorneys for AARON HALLUM, on behalf of himself
25 and all others similarly situated
26
27
28

EXHIBIT D

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 8, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Amy Ramos v. FCA US LLC*

To Whom It May Concern:

Please be advised that this law firm represents Amy Ramos in claims arising from her employment with FCA US LLC, and Does 1 through 100 (“Defendants”). Ms. Ramos is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the alleged Labor Code violations. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate an automobile manufacturing and parts distribution warehouse in Ontario, California. Ms. Ramos was employed by Defendants as a non-exempt employee from approximately November 4, 2019 to approximately November 20, 2020. Ms. Ramos’ primary job duties consisted of picking and sorting parts in the warehouse, as well as loading parts onto trailers.

During approximately 5 months in early 2020, Defendants implemented a COVID-19 related security screening process that deprived Ms. Ramos and other aggrieved employees of all minimum wages owed. Specifically, Defendants required Ms. Ramos and other aggrieved employees to complete a written COVID-19 questionnaire prior to reporting for their shift, as well as to undergo a temperature check, all of which had to be done outside of the facility, prior to clocking in. The COVID-19 questionnaires were reviewed and approved by Defendants’ security guard who also conducted the temperature checks. Although Defendants’ facility has two entrances, during the time period in question, only one entrance was used for entry. Defendants’ check-in procedure required Ms. Ramos and other aggrieved employees to stand in line for an average of approximately 2 to 10 minutes. As a result, Defendants required Ms. Ramos and other aggrieved employees to work off-the-clock, and Defendants failed to compensate Ms. Ramos and other aggrieved employees for all minimum wages owed.

Defendants also fail to provide Ms. Ramos and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices that fail to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work, and failing to provide second meal periods altogether. During a portion of Ms. Ramos and other aggrieved employees' employment with Defendants, Defendants implemented a staggered lunch schedule, which resulted in Ms. Ramos and other aggrieved employees taking late first meal periods that did not commence until after the end of their fifth hour of work. Additionally, Ms. Ramos and other aggrieved employees regularly work shifts in excess of 10 hours; however, when employees work in excess of 10 hours, Defendants do not provide employees with a second 30-minute meal period. On occasions when Ms. Ramos and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Ms. Ramos and other aggrieved employees an additional hour of premium pay, as required by Labor Code § 226.7. Upon information and belief, Defendants fail to maintain a pay code for the payment of meal period premiums. Furthermore, Defendants do not maintain any system for recording the beginning and end times of meal periods and therefore fail to meet their duty to maintain accurate records of all hours worked, including records of employee meal periods, as required by Wage Order 1 § 7 and Labor Code §§ 226 and 1174.

Additionally, Defendants do not authorize and permit Ms. Ramos and other aggrieved employees to take legally-compliant paid rest periods for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. Specifically, Defendants' facility requires Ms. Ramos and other aggrieved employees to swipe a badge and pass through a turnstile to enter and exit the facility, which also serves as a timeclock, and automatically clocks the employee in upon entrance, and out upon exit. Accordingly, anytime employees leave Defendants' premises, they are automatically clocked out by default. As a result, Defendants are effectively requiring employees to remain on company premises during rest periods because employees must remain inside Defendants' facility in order to receive a paid rest period, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”) Defendants also fail to authorize and permit lawful third 10-minute rest periods in instances when employees work in excess of 10 hours. Despite Defendants' failure to authorize and permit Ms. Ramos and other aggrieved employees to take all legally-compliant rest periods, Defendants failed to provide Ms. Ramos and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

As a result of Defendants' failure to pay all minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Ms. Ramos and other aggrieved employees, and failed to pay all final wages owed to Ms. Ramos and other aggrieved employees upon their respective separations from employment. Moreover, Defendants also issued facially deficient wage statements which fail to list the address of the legal entity that is the employer; list the incorrect number of overtime hours worked, fail to list all applicable

hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and list only the pay date rather than the inclusive dates of the pay period.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”):

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants’ failure to pay Ms. Ramos and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Ramos and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Ramos and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Ramos and other aggrieved employees to take all required and compliant rest periods, due to Defendants’ uniform rest policies/practices. *See* Labor Code §§ 226.7, 516 558; Wage Order 1, § 12. As a result, Ms. Ramos and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all compliant rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Wage Statement Violations

Defendants were required to furnish Ms. Ramos and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, the address of their employer, all rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the inclusive dates of the pay period. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. Defendants maintained inaccurate payroll records and issued inaccurate and incomplete wage statements to Ms. Ramos and other aggrieved employees in violation of Labor Code § 226. Defendants' failure to comply with its wage statement obligations was knowing and intentional, and Ms. Ramos and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separations of employment. Defendants failed to timely pay Ms. Ramos and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Ramos and other aggrieved employees was willful and, consequently, entitles Ms. Ramos and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separations, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Ramos will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Ramos' own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Ramos and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Ramos and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- c. Defendants violated Labor Code §§ 226.7 and 516 by failing to authorize and permit Ms. Ramos and other aggrieved employees to take all required rest periods, and failing to pay rest period premiums to Ms. Ramos and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- d. Defendants violated Labor Code § 204 by failing to pay Ms. Ramos and other aggrieved employees all wages earned at least twice during each calendar month;
- e. Defendants violated Labor Code § 226 by failing to furnish Ms. Ramos and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Ms. Ramos and other aggrieved employees; and
- g. Defendants violated Labor Code §§ 201-203 by failing to timely pay all earned wages to separating employees at the time of separation.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: FCA US LLC, via C T Corporation System, Agent for Service of Process (via certified mail)

EXHIBIT E

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 5, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Aaron Hallum v. FCA US, LLC*
LWDA Case No.: LWDA-CM-760458-19

Amy Ramos v. FCA US LLC
LWDA Case No.: LWDA-CM-843872-21

To Whom It May Concern:

This letter is meant to supplement the letters sent by James Hawkins APLC on December 5, 2019 on behalf of Aaron Hallum (the “*Hallum* Letter”) and by Haines Law Group, APC on September 8, 2021 on behalf of Amy Ramos (the “*Ramos* Letter”), regarding the Labor Code violations committed by FCA US, LLC and Does 1 through 50 (“Defendants”) against Mr. Hallum, Ms. Ramos, and other aggrieved employees. A copy of the *Hallum* Letter is attached hereto as **Exhibit A** and incorporated herein by reference. A copy of the *Ramos* Letter is attached hereto as **Exhibit B** and incorporated herein by reference. The *Hallum* Letter and *Ramos* Letter are referred to collectively herein as the “PAGA Letters”.

In addition to the factual allegations regarding violations of the California Labor Code set forth in the PAGA Letters (which are set forth again here), Mr. Hallum and Ms. Ramos supplement the previous letters with additional factual allegations, as discussed below. For purposes of this notice, “aggrieved employees” should be understood to include all of Defendants’ non-exempt employees who are or were employed by Defendants as non-exempt employees, however titled, in the State of California at any point between December 5, 2018 through the present.

Defendants operate an automobile manufacturing and parts distribution warehouse in California. Mr. Hallum was employed by Defendants as a non-exempt warehouse employee from approximately October 12, 2015 through December 2018. Ms. Ramos was employed by Defendants as a non-exempt employee from approximately November 4, 2019 to approximately November 20, 2020. Ms. Ramos’ primary job duties consisted of picking and sorting parts in the warehouse, as well as loading parts onto trailers.

Exhibit A, incorporated herein by reference, sets out the specific provisions of the Labor Code that Mr. Hallum alleges Defendants have violated, including the facts and

relevant theories upon which Mr. Hallum claims such violations. Mr. Hallum also alleges a violation of Labor Code section 204 for Defendants' failure to timely pay wages owed each pay period as required by law as set forth in the complaint.

During approximately 5 months in early 2020, Defendants implemented a COVID-19 related security screening process that deprived Ms. Ramos and other aggrieved employees of all minimum wages owed. Specifically, Defendants required Ms. Ramos and other aggrieved employees to complete a written COVID-19 questionnaire prior to reporting for their shift, as well as to undergo a temperature check, all of which had to be done outside of the facility, prior to clocking in. The COVID-19 questionnaires were reviewed and approved by Defendants' security guard who also conducted the temperature checks. Although Defendants' facility has two entrances, during the time period in question, only one entrance was used for entry. Defendants' check-in procedure required Ms. Ramos and other aggrieved employees to stand in line for an average of approximately 2 to 10 minutes. As a result, Defendants required Ms. Ramos and other aggrieved employees to work off-the-clock, and Defendants failed to compensate Ms. Ramos and other aggrieved employees for all minimum wages owed.

Defendants also fail to provide Mr. Hallum, Ms. Ramos, and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices that fail to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work, and failing to provide second meal periods altogether. During a portion of Mr. Hallum, Ms. Ramos, and other aggrieved employees' employment with Defendants, Defendants implemented a staggered lunch schedule, which resulted in Mr. Hallum, Ms. Ramos, and other aggrieved employees taking late first meal periods that did not commence until after the end of their fifth hour of work. Additionally, Mr. Hallum, Ms. Ramos, and other aggrieved employees regularly work shifts in excess of 10 hours; however, when employees work in excess of 10 hours, Defendants do not provide employees with a second 30-minute meal period. On occasions when Mr. Hallum, Ms. Ramos, and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Hallum, Ms. Ramos, and other aggrieved employees an additional hour of premium pay, as required by Labor Code § 226.7. Upon information and belief, Defendants fail to maintain a pay code for the payment of meal period premiums. Furthermore, Defendants do not maintain any system for recording the beginning and end times of meal periods and therefore fail to meet their duty to maintain accurate records of all hours worked, including records of employee meal periods, as required by Wage Order 1 § 7 and Labor Code §§ 226 and 1174.

Additionally, Defendants do not authorize and permit Mr. Hallum, Ms. Ramos, and other aggrieved employees to take legally-compliant paid rest periods for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. Specifically, Defendants' facility requires Mr. Hallum, Ms. Ramos, and other aggrieved employees to swipe a badge and pass through a turnstile to enter and exit the facility, which also serves as a timeclock, and automatically clocks the employee in upon entrance, and out upon exit. Accordingly, anytime employees leave Defendants' premises, they are automatically clocked out by default. As a result, Defendants are

effectively requiring employees to remain on company premises during rest periods because employees must remain inside Defendants' facility in order to receive a paid rest period, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.") Defendants also fail to authorize and permit lawful third 10-minute rest periods in instances when employees work in excess of 10 hours. Despite Defendants' failure to authorize and permit Mr. Hallum, Ms. Ramos, and other aggrieved employees to take all legally-compliant rest periods, Defendants failed to provide Mr. Hallum, Ms. Ramos, and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Further, Mr. Hallum, Ms. Ramos, and other aggrieved employees are required to incur the costs of purchasing equipment, uniforms, and/or footwear for work purposes. Mr. Hallum, Ms. Ramos, and other aggrieved employees are also required to use their personal cell phones for work purposes to correspond with Defendants and their respective supervisors. Despite the necessity of incurring these necessary business expenses to complete the job duties, Defendants have failed to reimburse Mr. Hallum, Ms. Ramos, and other aggrieved employees for these out-of-pocket expenses or for any portion of their cellular phone bill, in direct violation of *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code §§ 2802 and 2804.

As a result of Defendants' failure to pay all wages owed, all meal and rest period premium wages owed, and reimbursement for necessary business expenses, Defendants also maintained inaccurate payroll and personnel records for Mr. Hallum, Ms. Ramos, and other aggrieved employees in violation of Labor Code section 1174, issued inaccurate wage statements to Mr. Hallum, Ms. Ramos, and other aggrieved employees, failed to pay all wages owed to Mr. Hallum, Ms. Ramos, and other aggrieved employees during employment in violation of Labor Code section 204, and failed to pay all final wages owed to Mr. Hallum, Ms. Ramos, and other aggrieved employees upon their respective separations from employment. Moreover, Defendants also issued facially deficient wage statements which fail to list the address of the legal entity that is the employer; list the incorrect number of overtime hours worked, fail to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and list only the pay date rather than the inclusive dates of the pay period.

As described above and supplementing Mr. Hallum's and Ms. Ramos' PAGA Letters, Defendants committed the following additional violations of the Labor Code and Wage Order 1:

Failure to Reimburse Employees for Necessary Business Expenditures

Defendants failed to reimburse Mr. Hallum, Ms. Ramos, and other aggrieved employees for necessary work expenses, including the purchase of equipment, uniforms, and/or footwear and the use of their personal cellular phones for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses

violates Wage Order 1 and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”). Mr. Hallum, Ms. Ramos, and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Failure to Pay all Wages Owed During Employment

Due to their unlawful policies and/or practices, Defendants have failed to pay all wages owed to Mr. Hallum, Ms. Ramos, and other aggrieved employees during employment in violation of Labor Code section 204. Wage Order 1, § 4 establishes the right of employees to be paid at least the statutory minimum wage for all hours worked. Labor Code § 204 establishes that all wages “earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” As a result of Defendants’ failure to pay all wages owed to Mr. Hallum, Ms. Ramos, and other aggrieved employees due to the Labor Code violations detailed herein, Defendants have failed to pay employees all wages earned at least twice per calendar month, as required by Labor Code § 204 and Wage Order 1.

Failure to Maintain all Requisite Payroll and Personnel Records

Defendants failed to accurately record all meal periods, the accurate start and end time of each work period, and all time worked by Mr. Hallum, Ms. Ramos, and other aggrieved employees due to their unlawful policies/practices as alleged herein. Wage Order 1, § 7(A) requires every employer to keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period, all meal periods, and total hours worked in the payroll period. Labor Code § 1174 requires that all employers maintain accurate payroll records showing the hours worked daily by their employees. As a result of Defendants’ failure to accurately record all meal periods, the accurate start and end time of each work period, and all time worked by Mr. Hallum, Ms. Ramos, and other aggrieved employees due to the Labor Code violations detailed herein, Defendants have failed to maintain all requisite payroll and personnel records as required by Labor Code § 1174 and Wage Order 1.

As “aggrieved employees,” Mr. Hallum and Ms. Ramos have initiated a civil action on behalf of themselves and other aggrieved employees to recover the civil penalties resulting from the violations alleged herein. Based on Mr. Hallum’s and Ms. Ramos’ own investigations, and on information and belief, Defendants committed the following Labor Code violations:

- a. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Hallum, Ms. Ramos, and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr.

Hallum, Ms. Ramos, and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- c. Defendants violated Labor Code §§ 226.7 and 516 by failing to authorize and permit Mr. Hallum, Ms. Ramos, and other aggrieved employees to take all required rest periods, and failing to pay rest period premiums to Mr. Hallum, Ms. Ramos, and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- d. Defendants violated Labor Code § 204 by failing to pay Mr. Hallum, Ms. Ramos, and other aggrieved employees all wages earned at least twice during each calendar month;
- e. Defendants violated Labor Code § 226 by failing to furnish Mr. Hallum, Ms. Ramos, and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate payroll and personnel records on behalf of Mr. Hallum, Ms. Ramos, and other aggrieved employees;
- g. Defendants violated Labor Code §§ 201-203 by failing to timely pay all earned wages to separating employees at the time of separation; and
- h. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Hallum, Ms. Ramos, and other aggrieved employees for all necessary business expenditures incurred.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

Enclosure

cc: FCA US, LLC c/o C T Corporation System, agent for service of process (via certified mail); Ryan Crosner, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., counsel for Defendant FCA US, LLC (via certified mail)

EXHIBIT F