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

ROEL GALICIA, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

v.

JIF-PAK MANUFACTURING, LLC, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2020-00005233-CU-OE-CTL

Honorable Kenneth J. Medel
Department C-66

CLASS ACTION

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

Date: February 10, 2023
Time: 9:30 a.m.
Department: C-66

Complaint Filed: January 29, 2020
Trial Date: None Set

1 This matter has come before the Honorable Kenneth J. Medel in Department C-66 of the
2 Superior Court of the State of California, for the County of San Diego, on February 10, 2023 at 9:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Roel Galicia ("Plaintiff"), individually and on behalf of
5 all others similarly situated and other aggrieved employees and Pettit Kohn Ingrassia Lutz & Dolin
6 PC appears as counsel for Defendant Jif-Pak Manufacturing, LLC ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

19 3. The Court hereby grants Plaintiff leave to file the [Proposed] First Amended Class
20 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal.
21 Labor Code § 2698, *Et Seq.* ("First Amended Complaint") which is attached hereto as "**EXHIBIT**
22 **A.**" The First Amended Complaint shall be deemed filed as of the date of the entry of this Order and
23 shall be the operative complaint in the Action for purposes of Settlement, including the release of
24 claims. All material allegations in the First Amended Complaint shall be deemed denied by
25 Defendant without the necessity for Defendant filing an Answer to the First Amended Complaint or
26 any other pleading in the Action. In the event that the Settlement does not become final for any
27 reason, the First Amended Complaint shall be *void ab initio* and the Class Action Complaint for
28 Damages shall be the operative complaint for all purposes unless otherwise order by the Court.

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

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

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

26 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
27 follows:
28

1 All current and former hourly-paid or non-exempt employees of Defendant in
2 California at any time during the period from January 29, 2016, through April 20,
3 2022 or when the date of qualifying Workweeks equal 51,230, whichever occurs
4 earlier.

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

7 9. The Court provisionally appoints Plaintiff Roel Galicia as the representative of the
8 Class (“Class Representative”).

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

11 11. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
12 provide the Settlement Administrator with the following information about each Class Member: last-
13 known (1) full name, (2) mailing address, (3) telephone number, (4) Social Security Number, (5) the
14 start and end dates of employment as an hourly-paid or non-exempt employee of Defendant in
15 California during the Class Period, and (6) such other information as is necessary for the Settlement
16 Administrator to calculate Workweeks (collectively referred to as the “Class Data and List”) in
17 conformity with the Settlement Agreement.

18 12. The Court approves, both as to form and content, the Notice of Class Action
19 Settlement (“Class Notice”) attached hereto as “**EXHIBIT B.**” The Notice shall be provided to
20 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class
21 Notice appears to fully and accurately inform the Class Members of all material elements of the
22 Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt out
23 request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
24 Settlement Class Member’s right and opportunity to object to the settlement. The Court further finds
25 that distribution of the Class Notice substantially in the manner and form set forth in the Settlement
26 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
27 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
28 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
Notice by First-Class U.S. mail to all Class Members within ten (10) business days of receipt of the

1 Class Data and List, pursuant to the terms set forth in the Settlement Agreement.

2 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
4 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
5 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
6 than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to
7 Class Members (“Response Deadline”), or, in the case of a re-mailed Notice, the Response Deadline
8 will fifteen (15) calendar days from the date of the re-mailing. Any such person who timely and
9 validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any
10 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
11 appeal, or comment thereon. Class Members who have not submitted a timely and valid request to
12 be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement
13 Agreement and any final judgment based thereon.

14 14. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in
16 Department C-66 of the San Diego County Superior Court, located at 330 W Broadway, San Diego,
17 CA 92101, to determine all necessary matters concerning the Settlement, including: whether the
18 proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
19 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
20 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
21 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
22 determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Enhancement
23 Payment, and Settlement Administration Costs.

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

1 16. To object to the Settlement, a Class Member may either present their objection
2 orally at the Final Approval Hearing or submit a timely and complete Notice of Objection to the
3 Settlement Administrator, by fax or mail, on or before the Response Deadline. The objection must
4 be signed by the Settlement Class Member or his or her authorized representative and must contain
5 the information that is required, as set forth in the Class Notice, including and not limited to the
6 grounds for the objection.

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

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

21 19. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
23 Members, and retains jurisdiction to consider all further applications arising out of or connected with
24 the Settlement.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 By: _____
 The Honorable Kenneth J. Medel
 Judge of the Superior Court

EXHIBIT A

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
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Attorneys for Plaintiff

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

ROEL GALICIA, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

JIF-PAK MANUFACTURING, LLC, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2020-00005233-CU-OE-CTL

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
AND ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CAL. LABOR CODE § 2698 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

Business Expenses);
(10) Violation of California Business &
Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ROEL GALICIA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

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

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PARTIES

5. Plaintiff ROEL GALICIA is an individual residing in the State of California.

6. Defendant JIF-PAK MANUFACTURING, LLC, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

7. At all relevant times, Defendant JIF-PAK MANUFACTURING, LLC was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants JIF-PAK MANUFACTURING, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant JIF-PAK MANUFACTURING, LLC and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or

1 affected the working conditions, wages, working hours, and conditions of employment of
2 Plaintiff and the other class members so as to make each of said Defendants employers liable
3 under the statutory provisions set forth herein.

4 **CLASS ACTION ALLEGATIONS**

5 12. Plaintiff bring this action on his own behalf and on behalf of all other members
6 of the general public similarly situated, and, thus, seeks class certification under California Code
7 of Civil Procedure section 382.

8 13. The proposed class is defined as follows:

9 All current and former hourly-paid or non-exempt employees who worked for any
10 of the Defendants within the State of California at any time during the period from
11 January 29, 2016 to final judgment and who reside in California.

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

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

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

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

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

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

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

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

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

- 1 d. Whether Defendants implemented an improper practice and policy of
2 editing and rounding meal periods, which resulted in recorded short and
3 late meal periods being modified to reflect as through they were facially
4 compliant (when they were in fact not, and a premium was due and should
5 have been paid but was not) and resulting in underpayment of wages to
6 the extent time worked was not compensated due to rounding and editing,
7 during the relevant time period;
- 8 e. Whether Defendants failed to use earned commissions, non-discretionary
9 bonuses, non-discretionary monetary and non-monetary incentives, non-
10 discretionary production and/or performance pay, and/or shift differentials
11 to calculate the regular rate of pay used to calculate the overtime rate for
12 the payment of overtime wages where Plaintiff and the other class
13 members earned commissions, non-discretionary bonuses, non-
14 discretionary monetary and non-monetary incentives, non-discretionary
15 production and/or performance pay, and/or shift differentials and overtime
16 wages in the same workweek;
- 17 f. Whether Defendants deprived Plaintiff and the other class members of
18 meal and/or rest periods or required Plaintiff and the other class members
19 to work during meal and/or rest periods without compensation;
- 20 g. Whether Defendants failed to pay minimum wages to Plaintiff and the
21 other class members for all hours worked;
- 22 h. Whether Defendants failed to pay all wages due to Plaintiff and the other
23 class members within the required time upon their discharge or
24 resignation;
- 25 i. Whether Defendants failed to timely pay all wages due to Plaintiff and the
26 other class members during their employment;
- 27 j. Whether Defendants complied with wage reporting as required by the
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California Labor Code; including, *inter alia*, section 226;

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

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

m. Whether Defendants' conduct was willful or reckless;

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

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

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

PAGA ALLEGATIONS

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

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

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

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff

1 and the other employees are “aggrieved employees” as defined by California Labor Code section
2 2699(c) in that they are current or former employees of Defendants, and one or more of the
3 alleged violations were committed against them.

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

- 7 a. The aggrieved employee shall give written notice by certified mail
8 (hereinafter “Employee's Notice”) to the LWDA and the employer of the
9 specific provisions of the California Labor Code alleged to have been
10 violated, including the facts and theories to support the alleged violations.
- 11 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
12 employer and the aggrieved employee by certified mail that it does not
13 intend to investigate the alleged violation within sixty (60) calendar days
14 of the postmark date of the Employee’s Notice. Upon receipt of the
15 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
16 (65) calendar days of the postmark date of the Employee’s Notice, the
17 aggrieved employee may commence a civil action pursuant to California
18 Labor Code section 2699 to recover civil penalties in addition to any other
19 penalties to which the employee may be entitled.

20 22. On November 16, 2021, Plaintiff provided written notice by online submission to
21 the LWDA and by certified mail to Defendant Jif-Pak Manufacturing, LLC of the specific
22 provisions of the California Labor Code alleged to have been violated, including the facts and
23 theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within
24 sixty-five (65) days of the date of the submission of Plaintiff’s notice.

25 23. Therefore, the administrative prerequisites under California Labor Code section
26 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
27 violations of California Labor Code sections 96(k), 98.6, 201, 201.3, 202, 203, 203.1, 203.5,
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204, 204a, 204b, 204.2, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a)(to include paragraphs (1), (2), (3), (4), (5), (7) and (9)), 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 921, 922, 923, 970, 973, 976, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, and 6311, any violation or breach of the Industrial Welfare Commission Wage Orders, including without limitation, Wage Order Nos. 1-2001 and 4-2001, have been satisfied.

GENERAL ALLEGATIONS

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

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately August 2017 to approximately March 2018, in the State of California, County of San Diego.

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

27. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

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

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

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

3 31. Plaintiff and the other class members worked over eight (8) hours in a day, forty
4 (40) hours in a week, and/or seven (7) days in a workweek during their employment with
5 Defendants.

6 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
8 employees within the State of California. This pattern and practice involved, *inter alia*, failing
9 to pay them for all regular and/or overtime wages earned and for missed, short, late, or
10 interrupted meal periods and rest breaks in violation of California law.

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to receive
13 certain wages for overtime compensation and that they were not receiving accurate overtime
14 compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring
15 Plaintiff and the other class members to perform work off-the-clock and implementation of an
16 improper rounding procedure.

17 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and
19 non-monetary incentives, non-discretionary production and/or performance pay, and/or shift
20 differentials to calculate the regular rate of pay used to calculate the overtime rate for the
21 payment of overtime wages where Plaintiff and the other class members earned commissions,
22 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
23 discretionary production and/or performance pay, and/or shift differentials and overtime wages
24 in the same workweek.

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

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

9 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
10 to relieve Plaintiff and the other class members of all duties, failed to relinquish control over
11 Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class
12 members a reasonable opportunity to take, and impeded or discouraged them from taking thirty
13 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts
14 lasting at least six (6) hours, and/or take second thirty (30) minute uninterrupted meal breaks no
15 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
16 automatically deducted meal periods from Plaintiff's and other class members' time records
17 regardless of whether a compliant meal period was taken.

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

25 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to receive
27 at least minimum wages for compensation and that they were not receiving at least minimum
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1 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
2 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
3 members worked off-the-clock performing work duties and Defendants' implementation of an
4 improper rounding procedure.

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

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

15 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 complete and accurate wage statements in accordance with California law, but, in fact, they did
18 not receive complete and accurate wage statements from Defendants. The deficiencies included,
19 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
20 members, including worked performed off-the-clock, and the failure to correctly list the name
21 of the legal entity that is the employer.

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

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

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

9 46. During the relevant time period, Defendants failed to pay overtime wages to
10 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class
11 members were required to work more than eight (8) hours per day, forty (40) hours per week,
12 and/or seven (7) consecutive days in a workweek without overtime compensation for all
13 overtime hours worked.

14 47. During the relevant time period, Defendants failed to use earned commissions,
15 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
16 discretionary production and/or performance pay, and/or shift differentials to calculate the
17 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
18 Plaintiff and the other class members earned commissions, non-discretionary bonuses, non-
19 discretionary monetary and non-monetary incentives, non-discretionary production and/or
20 performance pay, and/or shift differentials and overtime wages in the same workweek.

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

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

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

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

3 52. During the relevant time period, Defendants failed to provide complete or
4 accurate wage statements to Plaintiff and the other class members. The deficiencies included,
5 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
6 members, including work performed off-the-clock, and the failure to correctly list the name of
7 the legal entity that is the employer.

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

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

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

16 56. California Labor Code section 218 states that nothing in Article 1 of the Labor
17 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
18 to him [or her] under this article."

19 **FIRST CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 510 and 1198)**

21 **(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)**

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

25 58. California Labor Code section 1198 and the applicable Industrial Welfare
26 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
27 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
28

rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

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

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

62. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and/or seven (7) consecutive days in a workweek.

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

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

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

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SECOND CAUSE OF ACTION

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

(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)

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

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

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

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

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

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

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

3 72. During the relevant time period, Plaintiff alleges that Defendants failed to relieve
4 Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff's
5 and the other class members' activities, failed to permit Plaintiff and the other class members a
6 reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute
7 uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at
8 least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later
9 than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
10 automatically deducted meal periods from Plaintiff's and other class members' time records
11 regardless of whether a compliant meal period was taken. Defendants also engaged in an
12 improper practice and policy of editing and rounding meal periods, which resulted in recorded
13 short and late meal periods being modified to reflect as though they were facially compliant
14 (when they were in fact not, and a premium was due and should have been paid but was not),
15 during the relevant time period.

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

20 74. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiff and the other class members to work during meal periods and failed to compensate
22 Plaintiff and the other class members the full meal period premium for work performed during
23 meal periods.

24 75. During the relevant time period, Defendants failed to pay Plaintiff and the other
25 class members the full meal period premium due pursuant to California Labor Code section
26 226.7.

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)

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

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

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

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

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

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

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

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

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

FOURTH CAUSE OF ACTION

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

(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)

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

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

89. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties and also implementing an improper rounding procedure and automatically deducting meal periods from Plaintiff's and other class members' time records regardless of whether a compliant meal period was taken.

1 Plaintiff and other class members were not paid at the time of their discharge wages earned and
2 unpaid throughout their employment, including but not limited to, minimum wages for time
3 worked off-the-clock to perform work duties, for meal and rest period premium payments, and
4 as a result of Defendants' improper rounding procedure and automatic deduction of meal periods
5 regardless of whether a compliant meal period was taken.

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

9 97. California Labor Code section 203 provides that if an employer willfully fails to
10 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate until paid or until an action is
12 commenced; but the wages shall not continue for more than thirty (30) days.

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

16 **SIXTH CAUSE OF ACTION**

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

18 **(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)**

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

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

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

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

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

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

11 **SEVENTH CAUSE OF ACTION**

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

13 **(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)**

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

17 106. At all material times set forth herein, California Labor Code section 226(a)
18 provides that every employer shall furnish each of his or her employees an accurate itemized
19 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
20 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
21 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
22 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
23 dates of the period for which the employee is paid, (7) the name of the employee and his or her
24 social security number, (8) the name and address of the legal entity that is the employer, and (9)
25 all applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate by the employee. The deductions made from payments of wages
27 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
28

1 year, and a copy of the statement or a record of the deductions shall be kept on file by the
2 employer for at least three years at the place of employment or at a central location within the
3 State of California.

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

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

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

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

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

20 **EIGHTH CAUSE OF ACTION**

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

22 **(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)**

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

26 113. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
27 central location in the state or at the plants or establishments at which employees are employed,
28

1 payroll records showing the hours worked daily by and the wages paid to, and the number of
2 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
3 respective plants or establishments. These records shall be kept in accordance with rules
4 established for this purpose by the commission, but in any case shall be kept on file for not less
5 than two years.

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

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

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

16 **NINTH CAUSE OF ACTION**

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

18 **(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)**

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

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

26 119. Plaintiff and the other class members incurred necessary business-related
27 expenses and costs that were not fully reimbursed by Defendants.
28

120. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs including, but not limited to, costs of complying with Defendants' dress code.

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

TENTH CAUSE OF ACTION

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

(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)

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

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

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

A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a).

Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

127. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences January 29, 2016; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

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

(Against JIF-PAK MANUFACTURING, LLC and DOES 1 through 100)

128. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

129. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

130. Whenever the LWDA, or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
2 authorized to exercise the same discretion, subject to the same limitations and conditions, to
3 assess a civil penalty.

4 131. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved
5 employees” as defined by California Labor Code section 2699(c) in that they are all current or
6 former employees of Defendants, and one or more of the alleged violations was committed
7 against them.

8 **Failure to Pay Overtime**

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

12 **Failing to Provide Meal Periods**

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

16 **Failure to Provide Rest Periods**

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

20 **Failure to Pay Minimum Wages**

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

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

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Compliant Wage Statements

138. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

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

Failure to Reimburse Necessary Business Expenses

140. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

141. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per

1 pay period for the initial violation, and one hundred dollars (\$100) for each
2 aggrieved employee per pay period for each subsequent violation;

3 c. Penalties under California Labor Code section 210 in addition to, and
4 entirely independent and apart from, any other penalty provided in the
5 California Labor Code in the amount of a hundred dollars (\$100) for each
6 aggrieved employee per pay period for the initial violation, and two hundred
7 dollars (\$200) for each aggrieved employee per pay period for each
8 subsequent violation; and

9 d. Any and all additional penalties and sums as provided by the California
10 Labor Code and/or other statutes.

11 142. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
12 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
13 and Workforce Development Agency for the enforcement of labor laws and education of
14 employers and employees about their rights and responsibilities and twenty-five percent (25%)
15 to the aggrieved employees.

16 143. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
17 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
18 statute.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, individually, and on behalf of other members of the general public similarly
21 situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys
22 General Act, requests a trial by jury.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
25 public similarly situated and on behalf of other aggrieved employees pursuant to the California
26 Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and
27 severally, as follows:
28

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to

1 proof;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
27 Plaintiff and the other class members in the amount as may be established according to proof at
28

trial;

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

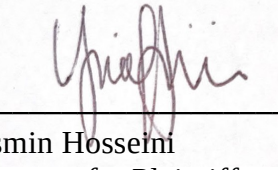
59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 96(k), 98.6, 201, 201.3, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.2, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a)(to include paragraphs (1), (2), (3), (4), (5), (7) and (9)), 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 921, 922, 923, 970, 973, 976, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1,

1 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
2 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 2800, 2801, 2802, 2806, 2810, 2929(b),
3 3073.6, 6310, and 6311, any violation or breach of the Industrial Welfare Commission Wage
4 Orders, including without limitation, Wage Order Nos. 1-2001 and 4-2001, and violations of any
5 other statute, rule, and/or regulation, or similar causes of action, arising from or relating to the
6 conduct alleged; and

7 60. For such other and further relief as the Court may deem equitable and appropriate.
8

9 Dated: January 19, 2023

LAWYERS for JUSTICE, PC

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11 By: 

12 Yasmin Hosseini
13 Attorneys for Plaintiff
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EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Roel Galicia v. Jif-Pak Manufacturing, LLC
Superior Court of California for the County of San Diego
Case No. 37-2020-00005233-CU-OE-CTL

You have received this Notice because Defendant's records indicate that you are a current or former hourly-paid or non-exempt employee who worked for Defendant in California at any time from January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from or object to the Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Settlement.

By order of the Superior Court of California for the County of San Diego (the "Court" or "San Diego County Superior Court"), in the case of *Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court Case No. 37-2020-00005233-CU-OE-CTL (the "Action") preliminary approval of a proposed class action settlement was granted on [preliminary approval date]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Roel Galicia ("Plaintiff") and Defendant Jif-Pak Manufacturing, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the Action, which may affect your legal rights. By resolving this case, there has been no admission of liability, fault or wrongdoing whatsoever. Instead, the parties wished to resolve this matter to avoid further litigation and the costs and risks to all Parties associated with proceeding with the case.

I. DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time during the period from January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier.

"Class Period" means the period from January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier.

"Class Member" means an individual who falls within the definition of the Class.

II. BACKGROUND OF THE LAWSUIT

The Action was commenced when Plaintiff filed a Class Action Complaint for Damages on January 29, 2020, in the San Diego County Superior Court. On November 16, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant, giving notice of his intent to pursue civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("PAGA") ("LWDA Notice"). On [redacted], Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint") in the Action. Together, the Class Action Complaint for Damages and the First Amended Complaint are referred to as the "Complaint."

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"), with respect to Plaintiff and other putative class members. Plaintiff seeks, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant vigorously disputes the merits of the Action and denies all liability or wrongdoing of any kind associated with the claims alleged in the Action or that they violated any law, and contends that at all times they complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [preliminary approval date]. The Court has preliminarily appointed Plaintiff as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

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

If you are a Class Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Operative Complaint have merit or that Defendant has any liability to the Plaintiff or to the Class Members.** Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Plaintiff and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The gross settlement amount to be paid by Defendant is Two Million Five Hundred Dollars (\$2,500,000) (the “Gross Settlement Amount”). The amount of \$ 125,000 of the Gross Settlement Amount has been allocated toward penalties under PAGA (“PAGA Penalties”), of which \$ 93,750 will be made to the Labor and Workforce Development Agency (“LWDA Payment”) and \$31,250 will remain as part of the Net Settlement Amount for distribution to the Settlement Class Members.

The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys’ fees to Class Counsel in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., not to exceed \$875,000) and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$30,000 (together, “Attorneys’ Fees and Costs”); (2) payment in the amount of \$7,500 to Plaintiff for his services in the Action (“Enhancement Payment”); (3) payment to the Labor and Workforce Development Agency in the amount of \$93,750 (“LWDA Payment”); and (4) payment to Simpluris, Inc. (the “Settlement Administrator”) for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$13,000 (“Settlement Administration Costs”).

Class Members are eligible to receive a share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks, or fraction thereof, a Class Member worked for Defendant in California, in an hourly-paid or non-exempt position during the Class Period, as reflected in Defendant’s records (“Workweeks”). The Settlement Administrator will determine each Class Member’s individual Workweeks.

To determine your estimated Individual Settlement Share, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks for all Class Members to yield the “Estimated Workweek Value,” and then multiplied your individual Workweeks by the Estimated Workweek Value.

Each Individual Settlement Share will be allocated as follows: twenty percent (20%) as wages (to be reported on an IRS

Form W2) and eighty percent (80%) as penalties, interest, and non-wage damages (to be reported on an IRS Form 1099, if required). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares. The employer's share of taxes and withholdings on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. The net payment of an Individual Settlement Share after reduction for the employee's share of taxes and withholdings is referred to as the "Individual Settlement Payment."

If the Court grants final approval of Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Settlement by way of two (2) installments:

- Within thirty (30) calendar days of the Effective Date, Defendant will make a deposit of one-half (1/2) of the Gross Settlement Amount (i.e., One Million Two Hundred Fifty Dollars (\$1,250,000)) into a qualified settlement account to be established by the Settlement Administrator (the "First Installment");
- Within twelve (12) months of the First Installment, Defendant will make a second deposit for the remaining one-half (1/2) of the Gross Settlement Amount (i.e., One Million Two Hundred Fifty Dollars (\$1,250,000)) into the qualified settlement account established by the Settlement Administrator ("Second Installment").

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the installments.

The Settlement Administrator will proportionally withhold and remit the employee taxes from each Individual Settlement Share distribution to be made. If a Settlement Class Member fails to cash or deposit his or her check that is issued to him or her within one hundred and eighty (180) calendar days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to University of San Diego School of Law's free Worker's Rights Clinic, in conformity with the requirements of California Code of Civil Procedure section 384.

Individual Settlement Payment checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member were calculated based on Defendant's records. According to Defendant's records:

Between January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier, you worked for Defendant in California as an hourly-paid or non-exempt employee for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before [Response Deadline]**, at the address listed in Section IV.B below. The dispute must: (a) state the case name and number of the Action (*Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court, Case No. 37-2020-00005233-CU-OE-CTL); (b) be signed by you or your authorized representative; (c) contain your full name, telephone number, mailing address, and the last four digits of your Social Security Number; (d) clearly state that the number of Workweeks credited to you is incorrect and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend to be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed on or before **[the Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you above, based on Defendant's records. Based on your Workweeks:

Your Individual Settlement Share is estimated to be \$ [REDACTED]. It is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

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

D. Released Claims

Upon the Effective Date, Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) will fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties of and from any and all Released Claims.

"Released Parties" means Defendant and any of its past and present parent companies, subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

"Released Claims" means all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, alleged in the Operative Complaint and/or LWDA Notice or that could have been pleaded based on the allegations in the Operative Complaint and/or LWDA Notice, arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business-related expenses, unfair or unlawful business practices pursuant California Business and Professions Code § 17200, et seq., and civil penalties pursuant to California Labor Code § 2698, et seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections Code 96(k), 98.6, 201, 201.3, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.2, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a)(to include paragraphs (1), (2), (3), (4), (5), (7) and (9)), 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 921, 922, 923, 970, 973, 976, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, and 6311, and Industrial Welfare Commission Wage Orders, including and not limited to, Wage Orders 1-2001 and 4-2001, or any other statute, rule, and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek Attorneys' Fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$875,000) and reimbursement of litigation costs and expenses in an amount of up to thirty thousand dollars (\$30,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff Roel Galicia will seek the amount of seven thousand five hundred dollars \$7,500 (“Enhancement Payment”), in recognition of his services in connection with the case. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator, **Simpluris, Inc.**, is estimated to be **Thirteen Thousand Dollars (\$13,000)** (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion and disputes of Workweeks, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

B. Request Exclusion from the Settlement

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

A Request for Exclusion must: (a) contain the case name and number of the Action (*Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court, Case No. 37-2020-00005233-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]

[Mailing Address]

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

Notwithstanding the above, all Class Members will receive their share of the 25% share of the PAGA Payment and will be bound to the Released Claims as it pertains to PAGA, irrespective of whether they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written object).

A Notice of Objection must: (a) contain the case name and number of the Action (*Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court, Case No. 37-2020-00005233-CU-OE-CTL); (b) contain your full name, telephone number, and mailing address; (c) clearly state all grounds for the objection accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B. above, **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the “Final Approval Hearing”) in Department C-66 of the San Diego County Superior Court, Downtown Superior Courthouse, 330 West Broadway, San Diego, California, 92101 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: **[insert]**

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

Personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19>. You can find information regarding appearing remotely online at: <https://www.sdcourt.ca.gov/virtualhearings>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action by visiting the civil clerk’s office, located at 330 West Broadway, San Diego, California, 92101, during business hours or online by visiting the following website: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>. Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANT FOR INFORMATION REGARDING THIS SETTLEMENT.

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