

1 CHAD SAUNDERS, ESQ. (SBN 257810)
chad@crosnerlegal.com
2 BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7

8 Attorneys for Plaintiff MARIA MAGDALENA AVILA

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SANTA CRUZ**

11 MARIA MAGDALENA AVILA, as an
individual and on behalf of all other
12 similarly situated Class

13 Plaintiff,

14 v.

15 LAKESIDE ORGANIC GARDENS, LLC,
a California Limited Liability Company;
17 and DOES 1-100, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28 .

Case No.: 24CV00507

**DECLARATION OF CHAD SAUNDERS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 19, 2025

Time: 8:30

Dept.: 5

Judge: Hon. Rebecca Connolly

1 I, CHAD SAUNDERS, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am associated with Crosner Legal, P.C., counsel of record for Plaintiff in the above-captioned
4 matter. If called to testify as to the facts within, I would and could competently do so.

5 2. Attached hereto as Exhibit 1 is a true and correct copy of the Parties Class Action
6 and PAGA Settlement Agreement. Attached hereto as Exhibit 2 is a true and correct copy of the
7 proposed Class Notice. Attached hereto as Exhibit 3 is a true and correct copy of Plaintiff's PAGA
8 notice letter and proof of submission to the LWDA. Attached hereto as Exhibit 4 is a true and
9 correct copy of the submission of the proposed settlement to the LWDA via its online portal.

10 3. I am unaware of any other pending cases that would overlap with this case in any
11 way so the proposed class and the claims being resolved.

12 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

13 4. Defendant Lakeside is a family-owned and operated solely organic vegetable
14 grower/shipper located in Watsonville. Plaintiff was employed by Lakeside as a field worker,
15 harvesting crops in the Watsonville area from approximately 2012 through December 2021. She
16 typically worked 5-6 days a week and was paid mainly on a piece-rate basis. Her piece rate was
17 usually \$4.50 per unit, which was calculated by the total number of boxes of produce divided by
18 the number of workers on the work crew.

19 5. Plaintiff alleges a number of wage and hour violations by Defendant. First, she
20 alleges Lakeside failed to pay all wages due, including minimum and overtime wages, because
21 Lakeside paid employees based on their scheduled hours rather than actuals worked, resulting in
22 uncompensated "off the clock" work. She further alleges Lakeside failed to pay for both rest
23 breaks and overtime and the correct rates of pay, and frequently underpaid class members in this
24 regard. She next alleged Lakeside failed to provide timely and uninterrupted duty free meal and
25 rest periods, and that Defendant's supervisors simply "auto deducted" timely 30 minute lunch
26 periods without regard to when the lunch periods actually started or how long they lasted. Plaintiff
27 also alleged she and the class members were required to supply their own tools, special work
28 clothes, and harvesting packs without any reimbursement. Based on these allegations, Plaintiff

1 filed her class lawsuit on February 20, 2024, in Santa Cruz Superior Court, alleging causes of
2 action for unpaid minimum wages, unpaid overtime wages, failure to provide meal and rest
3 breaks, waiting time penalties, business expense reimbursements, and unfair competition.

4 6. Lakeside has at all times denied Plaintiff's allegations and maintained its break and
5 payroll policies and procedures comply with California law, that it provided its employees with
6 required meal and rest breaks, that it properly tracked employee time and paid Plaintiff and all
7 other employees all wages due at the correct hourly rates, and that it provided them with all tools
8 needed to perform the job. Additionally, Defendant strongly contends the case cannot be
9 maintained as any kind of class or representative action, arguing that to the extent class members
10 missed meal breaks, that such breaks were non-compliant, or that any unpaid "off the clock" work
11 occurred, it was intermittent and infrequent, against company policy, and done without the
12 company's knowledge. Thus, per Lakeside, evidence of such violations would be purely
13 anecdotal and therefore individualized issues predominate and class certification would be
14 inappropriate as any trial would be unmanageable.

15 7. After Plaintiff filed the complaint, she initiated formal written discovery. The
16 Parties then engaged in several meet and confer discussions regarding discovery, case
17 management, and potential law and motion, and ultimately agreed to mediation. After agreeing to
18 mediate, the Parties also undertook additional informal discovery to facilitate an exchange of
19 information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel
20 reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel
21 files, and a random sampling of paystubs and time records produced by Lakeside. Defendant also
22 provided documents and information reflecting the estimated total amount of workweeks and pay
23 periods the class members worked, and average hourly pay rates, among other relevant data.
24 Plaintiff had that data reviewed and analyzed by Berger Consulting Group to assist with
25 determining potential break violation rates, amount of underpaid rest and recovery time and
26 unproductive time, etc., and preparing a damages model.

27 8. The Parties then engaged Michael Loeb, Esq., a highly respected mediator with
28 extensive wage and hour class action experience and, in January 2025, participated in a full-day

1 mediation with Mr. Loeb. Throughout the day, the arms-length negotiations were hard-fought and
2 adversarial as the Parties exchanged extensive information on their legal and factual positions, and
3 made numerous offers and counter-offers. After a full day of negotiations, the Parties reached
4 agreement on all major issues. They then collaboratively drafted the Class Action and PAGA
5 Settlement Agreement (“Settlement Agreement”) setting forth the full and final settlement terms.
6 Additionally, after exhausting the required administrative remedies under PAGA, and in order to
7 conform the pleadings to the scope of the tentative settlement, on October __, 2025, Plaintiff
8 amended her complaint to a cause of action for penalties under the PAGA based on the same
9 alleged Labor Code violations.

10 **THE PROPOSED SETTLEMENT TERMS**

11 9. Under the proposed settlement, Lakeside will pay \$900,000.00 into a common
12 fund, the Gross Settlement Amount (“GSA”). Reasonable attorney’s fees of up to one-third of the
13 GSA, or \$300,000, actual litigation costs of up to \$20,000, a service award of up to \$10,000 for
14 plaintiff, settlement administration costs of no more than \$16,000, and \$30,000 PAGA Payment
15 for alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of
16 approximately \$524,000 will be allocated among the Participating Class Members based on their
17 total weeks worked during the Class Period. No portion of the GSA will revert to Defendant.

18 10. The settlement provides for conditional certification of a settlement class including
19 all current and former non-exempt employees that worked either directly or via a staffing agency
20 and employed by Defendant in California during the Class Period. Defendant estimates the
21 Settlement Class consists of approximately 1,820 individuals.

22 11. As noted, the settlement obligates Lakeside to pay \$900,000 to resolve the
23 Settlement Class’s claims, inclusive of attorney’s fees and costs. At least \$524,000 from the GSA
24 will be distributed to the Participating Class Members. This is a cash settlement that does not
25 require Participating Class Members to submit a claim form to receive their settlement share.
26 Participating Class Members will receive their settlement checks automatically via First Class
27 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining s
28 will be allocated to penalties, unreimbursed expenses, and interest. Lakeside will pay any and all

1 applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the
2 Court's approval, any amounts not claimed (because a class member does not cash his or her
3 settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

4 12. Each Participating Class Member will receive a share of the Net Settlement Sum
5 based on his or her position held and total weeks worked for Lakeside during the Class Period
6 while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement
7 Payment will be calculated using criteria typically used in determining appropriate amounts of
8 alleged unpaid wages, unpaid premium wages for missed meal breaks, and potential statutory
9 penalties under applicable law. These methods are intended to ensure each Class Member receives
10 a portion of the available settlement funds corresponding to the relative value of his or her
11 potential claims. The proposed allocation provides a reasonable way to compensate Class
12 Members based on the amount of time they worked for Defendant, and the number of instances
13 they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages
14 due to Defendant's alleged improper payroll practices. I estimate the average class settlement
15 award will be around \$291, and that the average PAGA award will be about \$8.82 based on
16 approximately 850 aggrieved employees.

17 13. Subject to the Court's approval, the Parties have agreed on Phoenix Settlement
18 Administrators as the Settlement Administrator. Phoenix is qualified and has significant
19 experience administering class action settlements, including numerous wage and hour matters.
20 Phoenix's fees will not exceed \$16,000.

21 14. The proposed Notice (Exhibit A to the Settlement Agreement) sets out information
22 about this case and explains the basic settlement terms in plain language. The Notice also sets
23 forth the individualized information used to calculate Class Members' Individual Settlement
24 Payments and each Class Member's estimated settlement award. The Notice likewise details the
25 procedures for Class Members to dispute their individual information, the procedure for
26 submitting an objection to the Settlement, and the procedure to request exclusion. In sum, the
27 Notice provides the Class Members with the information necessary to evaluate the Settlement,
28 provides fair opportunity to participate in, opt out of, or object to the proposed Settlement, and

1 otherwise complies with California Rules of Court 3.769(f) and 3.766(d). Coupled with the notice
2 procedure, the proposed Notice provides the Class with the best notice practicable.

3 15. Class Members will have forty-five (45) days to dispute the information in their
4 Notice used to calculate their settlement award, and also have 45 days to submit any objections to
5 the settlement or to request exclusion. In the event a Class Member disputes their individual
6 information, the Settlement Administrator will review the Class Member's records as well as any
7 additional information submitted, and make a final determination.

8 16. All Participating Class Members will be deemed to release Defendant from all class
9 claims alleged in the operative complaint, or that could have been brought based on the allegations
10 in the operative complaint, during the Class Period, and the Aggrieved Employees will release all
11 claims under PAGA for the PAGA Period. The releases are limited to the claims that were actually
12 pleaded or could have been pleaded based on the alleged facts in the operative complaint.

13 17. The settlement provides Defendant will not oppose a request for reasonable
14 attorney's fees not to exceed one-third of the Total Maximum Settlement Amount, or \$200,000.00,
15 nor will it oppose a request for reimbursement of actual litigation costs and expenses of up to
16 \$20,000.00. Defendant also will not oppose a request for an enhancement award to Plaintiff of
17 not more than \$10,000.00 in recognition of her time spent on this matter, the risks he undertook on
18 behalf of the class, and the benefit conferred to the class. Plaintiff's counsel will provide the Court
19 with appropriate summaries and evidence of their efforts and time records in anticipation of the
20 Final Approval Hearing, and Plaintiff has submitted a declaration herewith. If the Court approves
21 less than the above amounts, the difference will remain in the Net Settlement Sum for distribution
22 to the Participating Class Members.

23 18. The Parties allocated \$30,000 to payment of civil penalties under PAGA for such
24 claims against Lakeside, and Plaintiff submits that amount is fair, reasonable and adequate, and
25 consistent with PAGA's underlying purposes, as addressed in more detail below. As required by
26 Labor Code section 2699(l)(2), my office gave notice of the settlement and preliminary approval
27 hearing to the LWDA via its online portal.

28 **The Proposed Settlement Class Should Be Conditionally Certified**

1 19. In the present matter, conditional certification is proper since this matter satisfies
2 all requirements for class certification under Code of Civil Procedure section 382. First, the class
3 is both sufficiently numerous, consisting of approximately 1,820 individuals, and ascertainable by
4 reference to Defendant's personnel and payroll records.

5 20. Plaintiff is an adequate class representative, as her claims do not conflict with and
6 are not antagonistic to the claims of other class members. Further, her claims are typical given she
7 is a member of the class and her respective claims arise from the same employment practices and
8 course of conduct giving rise to the claims of the other class members.

9 21. Next, common questions of law and fact predominate – particularly for purposes of
10 a settlement class – as the Class Members all were subject to the same meal rest break policies, the
11 same alleged time rounding policy that allegedly shorted them on hours worked, etc. Since the
12 focus of the claims against Lakeside concerns the legality of common policies applied uniformly
13 to the entire class, common issues predominate over individualized inquiries concerning liability.
14 Lakeside's alleged rounding policy is company-wide policy applied equally and consistently to all
15 class members, and this policy is either compliant with California law or it is not. Regardless of
16 that determination, it will decide liability for all class members one way or another. Similarly,
17 whether Lakeside was required to reimburse employees for use of their personal phones presents
18 another common issue.

19 22. Resolving this matter as a class action is superior to other available means for the
20 fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a)
21 individual joinder of all members of the class is impractical, (b) class action treatment will permit
22 a large number of similarly situated persons to resolve their common claims in a single forum
23 simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the
24 damages suffered by many of the individual class members are relatively small and the expenses
25 and burden of individual litigation would make it difficult or impossible for them to seek redress
26 on their own.

The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of Reasonableness

23. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Lakeside's payroll practices, a representative sampling of pay stubs and time records, applicable compensation plans, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model. Plaintiff then had that information reviewed with the assistance of a consulting expert. Plaintiff's counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

24. Using that data, Plaintiff ran various calculations and estimated Lakeside's likely maximum exposure on the class claims at approximately \$14,877,600, including \$1,078,000 on the unpaid wage off the clock claims, \$151,000 on the unpaid rest period claims, \$85,100 on the unpaid overtime premium claims, \$3,390,000 on the meal break claims, \$3,314,000 on the rest break claims, \$385,000 on the expense reimbursement claim, \$2,671,000 on the wage statement claims, and \$3,72,500 on the waiting time penalty claims.

25. We calculated these amounts as follows:

Unpaid Minimum Wages/Off the Clock

77,000 work weeks * 1 hour OTC/week * \$14/hour avg. min. wage = \$1,078,000

Unpaid Rest Periods for Piece Rate

\$151,000 as calculated by Plaintiff's experts (occurred in 34.7% of pay periods)

Unpaid Overtime Premiums

\$85,100 as calculated by Plaintiff's experts (occurred in 21.1% of pay periods)

Meal Period Violations

407,700 shifts * 50% violation rate * \$16.63/hour reg. rate = \$3,390,000

Rest Period Violations

407,700 shifts * 50% violation rate * \$16.63/hour reg. rate = \$3,390,000

1 **Expense Reimbursement**

2 77,000 work weeks * \$5/week = \$385,000

3 **Wage Statement Violations**

4 \$2,671,000 as calculated by Plaintiff's expert (based on 894 employees and accounting for \$4,000
5 cap per employee)

6 **Waiting Time Penalties**

7 1,275 former employees * (\$16.63/hour avg. base wage * 175.8 hours [30 days * 5.86 hrs avg.
8 shift]) = \$3,727,500

9 26. The unpaid wage claims focus primarily on Lakeside's alleged policy of paying
10 employees based on their schedules rather than actual hours worked. Per Plaintiff, when being
11 paid by the hour, supervisors would manually record the time for her entire work crew and would
12 simply write down hours based on their schedule without accounting for pre- and post-shift work
13 performed. Per Plaintiff, she and the class members typically worked as much as 30 extra minutes
14 beyond their scheduled hours to complete the day's work, which time went unrecorded and
15 uncompensated. Next, when working on a piece rate basis, Plaintiff alleged Lakeside failed to pay
16 for rest breaks at the correct rate of pay, and further failed to pay for overtime hours at the correct
17 rate of pay. When employees are paid by the piece, they must be separately compensated for rest
18 periods and for non-productive time at their regular rate of pay. Labor Code § 226.2; Bluford v.
19 Safeway Inc., (2013) 216 Cal.App.4th 864, 872 (rest periods must be separately compensated in a
20 piece-rate system."). According to Labor Code section 226.2, subdivision (a)(3)(A), "[e]mployees
21 shall be compensated for rest and recovery periods at a **regular hourly rate . . .**" Plaintiff alleges
22 that many times, when working piece rate, she and the employees did not receive the required pay
23 for their rest breaks, separate and apart from their piece rate pay. Similarly, California law requires
24 overtime to be paid at the regular rate of pay. *See* Labor Code § 510 ("Any work in excess of eight
25 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
26 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of
27 no less than one and one-half times the regular rate of pay for an employee.") As with the rest and
28

1 recovery pay, Plaintiff alleges that Lakeside's own records show a failure to properly pay for
2 overtime hours during many pay periods.

3 27. In response, Lakeside argued its payroll policies are fully compliant, that it
4 properly tracked and paid for all hours worked at the appropriate hourly wage. Defendant
5 emphasized its policies strictly prohibited "off the clock" work and, to the extent any employees
6 did work off the clock it was unsanctioned and done without the employer's knowledge. Further,
7 Defendant argued the issue would not be certifiable since it would require individualized inquiries
8 whether any compensable "off the clock" work occurred, whether it was authorized or approved
9 by management or done voluntarily, etc. Defendant likewise argued its payroll policies accounted
10 and separately paid for rest and recovery periods for piece rate employees, and that all overtime
11 was paid for at the correct premium rates.

12 28. On the meal and rest break claims, Plaintiff contends Lakeside's written policies
13 are not fully compliant, and Plaintiff's review of the time and payroll records provided suggested
14 Lakeside relied on an "auto deduct" policy whereby supervisors simply recorded a compliant 30
15 minute meal period for employees regardless of whether the meal period actually occurred or
16 whether it was compliant. Plaintiff submits the evidence ultimately will show that meal periods
17 were not so precise as reflected in Defendant's records and, due to pressure from supervisors to
18 produce as much as possible, meals were frequently cut short or taken late. This evidence will
19 raise a presumption that class members were not provided with compliant meal periods. Plaintiff
20 also contends she and the class members were consistently required to work in excess of four
21 hours without receiving lawful ten minute rest periods. Even when they were provided an
22 opportunity to take such a break within each four hour period, they were consistently denied
23 compliant rest periods because such rest periods were interrupted and/or cut short by management,
24 or used to travel from one field to the next such that the class members were still subject to
25 employer control and on duty.

26 29. In response, Lakeside argued its written meal and rest break policies are fully
27 compliant, that it provided employees with the opportunity to receive all required breaks as
28 reflected in its time records. Defendant further maintained that, in light of its compliant policies

1 and accurate records, whether a class member missed a meal period, received a late meal period,
2 or missed a rest break would have been aberrational and against company policy. Thus, per
3 Lakeside, these issues are not amenable to class or representative treatment since their resolution
4 would require individualized inquiries as to why a break was missed or non-compliant. Defendant
5 also argued that class members frequently worked less than 6 hours on a shift, and either were not
6 entitled to a lunch at all (if they worked less than 5 hours) or waived their lunch if working
7 between 5 and 6 hours.

8 30. On the expense reimbursement claim, Plaintiff alleges she and the class members
9 had purchase special knives and packs for harvesting crops, and special clothing to wear, but
10 received no reimbursement. In response, Lakeside argued it provided employees with all tools and
11 equipment necessary to perform their job duties and, to the extent employees purchased any
12 special clothing, it was purely for personal convenience or comfort, was not necessary to their
13 employment, and therefore was not reimbursable.

14 31. The claims under Labor Code sections 203 and 226 are derivative of the primary
15 unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus
16 additional risks posed by the need to take into account the discretionary nature of such awards and
17 the “good faith” and other defenses available to Defendant. Thus, while these claims largely are
18 derivative of the unpaid wage claim, they also are subject to additional defenses.

19 32. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
20 are entitled to penalties totaling over \$12 million in civil penalties should Plaintiff prevail on all
21 claims and establish violations of the multiple Labor Code sections at issue. As with the class
22 claims, Plaintiff discounted the potential PAGA penalties based on Defendant’s various defenses
23 on the merits and also accounted for the Court’s wide discretion to reduce such penalties, or to
24 decline to award penalties at all. Accordingly, the Parties allocated \$45,000 to PAGA penalties,
25 and Plaintiffs submit this amount is reasonable under the circumstances and in line with
26 comparable settlements in other wage and hour class actions in California. Additionally, the
27 LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to
28 weigh in as necessary.

1 33. The settlement obviates the significant risk that this Court may find any kind of
2 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
3 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued
4 litigation would be lengthy and expensive as the parties pursued merits discovery, a probable
5 motion to decertify, as well as trial and possible appeals, and would further and substantially delay
6 any recovery by the class with no assurance of recovering significantly more than the proposed
7 settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist
8 regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties
9 due each Class Member would be an expensive, time-consuming, and uncertain proposition.

10 34. Plaintiff and her counsel discounted the value of the class claims consistent with
11 the risks discussed above, and carefully weighed the likelihood of the class receiving substantially
12 greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very
13 real and substantial risks – settlement on the proposed terms and without prolonged and costly
14 litigation was in the best interests of the class, and the overall \$180,000 recovery represents a
15 significant percentage of Defendant's potential exposure. Given these risks, a total recovery for
16 the class of \$900,000, which will result in average award of some \$290 per class member, plus
17 additional amounts under PAGA, is a significant result well within the range of reasonableness
18 considering all potential outcomes, and it will provide direct monetary awards to all Class
19 Members without further delay.

20 **CROSNER LEGAL'S QUALIFICATIONS**

21 35. I received a Bachelor of Arts in Philosophy from the University of Maryland
22 Baltimore County in 2001 and a Juris Doctor from New College of California School of Law in
23 2008. While a law student, I completed 600 hours of public interest law apprenticeship, at Legal
24 Services for Children, Disability Rights California, and as a Certified Legal Intern with the Bay
25 Area Legal Aid Housing Clinic. I have been a member of the California Bar since 2008. Since
26 2009, I have been a class action attorney, practicing mainly in the area of California wage and
27 hour law, with the firms of Hoffman & Lazear, Kralowec Law P.C., Sundeen Salinas & Pyle, and
28 Hunter Pyle Law. I joined Crosner Legal in May 2021 as a Senior Associate Attorney. In this role

1 I routinely draft complaints and discovery, brief motions, appear before California courts for law
2 and motion and settlement hearings, lead mediation negotiations, and draft settlement approval
3 documents. I also regularly communicate with class members, co-counsel, and opposing counsel. I
4 have represented thousands of employees in both state and federal courts, involving class actions
5 and PAGA claims, and I have assisted in obtaining millions of dollars for employees during my
6 years of practice.

7 36. I have been approved as Class Counsel by numerous courts throughout California,
8 including in the following cases: *Alonzo, et al. v. First Transit, Inc.* (Los Angeles Superior Court
9 case no. BC433932; settled for \$2 million); *Sadiq v. Greatwide Dedicated Transport II, LLC*
10 (Alameda County Superior Court case no. RG15789114; settled for \$762,500); *Kostyuk v.*
11 *Golden State Overnight Delivery Service, Inc.* (Alameda County Superior Court case no.
12 RG14727191; settled for \$1.25 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc.* (Alameda
13 County Superior Court case no. RG16815734; settled for \$750,000); *Hooper v. URS Midwest,*
14 *Inc.*, (San Bernardino Superior Court Case No. CIV DS1607489; settled for approximately \$3
15 million); *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior Court case no. CGC-16-
16 554398; settled for \$750,000); *Austin, et al. v. Foodliner, Inc.* (Northern District of California,
17 case number 16-cv-07185-HSG; settled for \$1.2 million); *Castro, et al. v. ABM Industries, Inc.,*
18 *et al.* (Northern District of California, case number 17-cv-03026-YGR; settled for \$5.4 million);
19 *Benton v. Northern California InAlliance* (Sacramento County Superior Court, case number 34-
20 2021-00293036; settled for \$650,000); *French v. Lonza, Inc.* (Los Angeles County Superior
21 Court, case number 21STCV08097; settled for \$556,500); *McKinnie v. Iron Mountain Secure*
22 *Shredding, Inc., et al.* (Los Angeles Superior County Superior Court, case number
23 21STCV05707; settled for \$1.5 million); and *Bland v. Marin Airporter* (Marin County Superior
24 Court, case number CIV 2003640; settled for \$450,000).

25 37. Zach Crosner is a 2010 graduate of University San Diego School of Law and he
26 has approximately thirteen years of experience as a practicing attorney. For nearly his entire
27 career, his practice has focused on litigation of wage & hour, consumer, and privacy class action
28 and representative action claims. Following graduation he immediately began working for a

1 nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly
2 with past presidents of the consumer attorneys and recipients of trial attorneys of the year
3 awards. He also worked for other firms that included former CAALA and CLAY trial attorney
4 of the year recipients. While with these firms, he advocated for the rights of consumers and
5 employees in class action litigation, civil rights and employment litigation, catastrophic injuries,
6 insurance bad faith and appellate litigation.

7 38. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
8 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
9 consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated
10 exclusively to the prosecution of class actions and representative action lawsuits, and his law
11 firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred
12 (100) active wage and hour class actions and/or PAGA representative actions, as well as a
13 multitude of consumer and privacy class actions, in both federal and state courts throughout
14 California. He has been a direct participant in over one hundred (100) class action and/or
15 representative action settlements where he has been approved as adequate lead counsel.

16 39. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising
17 Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has
18 also named me on their "Up-and-Coming 100" Southern California Rising Stars List for
19 consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a
20 Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been
21 selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-
22 only organization composed of the premier trial lawyers, from 2019 through 2023. He is an
23 active participant in advocacy groups, including as an executive board member of the Wage and
24 Hour Committee and the Legislative Committee for the California Employment Lawyers
25 Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers
26 Association; Wage and Hour Committee member and Class Action Committee member for the
27 National Trial Lawyers; a member of the American Association for Justice; and a member of the
28 Pound Civil Justice Institute.

1 40. Brandon Brouillette is a 2009 graduate of Loyola Law School, Los Angeles. Prior
2 to attending law school, he attended the University of Southern California and received a
3 *bachelors of science* in Business Administration in 2006. He has been a Partner at Crosner Legal
4 since February 1, 2023. Prior to joining Crosner Legal, he was a Senior Associate and Team
5 Director of a Wage and Hour Litigation Team at Capstone Law APC, which he originally joined
6 as an associate attorney in May 2016.

7 41. Since being admitted to the California State Bar in 2010, his entire legal career has
8 been dedicated to protecting employee and consumer rights through the prosecution of class action
9 and representative actions filed on behalf of plaintiffs in class actions and statewide representative
10 actions. Throughout his career he has managed or co-managed more than 100 class action and
11 PAGA representative cases, from initial filing of the complaint through final resolution. In
12 particular, he has served as class counsel in several certified class action cases, including:

- 13 a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-
14 exempt hourly employees who worked for Defendants in California)
- 15 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No. BC501521
16 (class counsel for certified class of last-mile delivery drivers who were alleged to be
17 misclassified as independent contractors)
- 18 c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc., et al.*, Alameda County Superior
19 Court, Case No. RG21099519 (class counsel for certified classes of non-exempt hourly
20 employees who worked for Defendants in California)
- 21 d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for certified
22 issue classes consisting of hourly employees who worked at Staples Center and Nokia
23 Theater)

24 42. He has been selected as a Super Lawyers ‘Rising Star’ every year since 2016 through
25 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing within the
26 State of California

27 43. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
28 action settlements while serving as lead class counsel in recent years, including but not limited to a

1 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
2 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
3 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
4 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
5 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
6 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
7 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
8 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
9 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
10 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15
11 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No.
12 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020
13 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty.
14 Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West*
15 *Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar
16 wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case
17 No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
18 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
19 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx*
20 *Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million
21 wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case
22 No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
23 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
24 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
25 *Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct.); and a \$1.15 million
26 wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*,
27 Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action
28 settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super.

1 Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case
2 No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class
3 settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super.
4 Ct); a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature*
5 *Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage
6 and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No.
7 CIVSB2229072 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action
8 settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior
9 Ct); a \$3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport*
10 *Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50
11 wage and hour class action settlement in 2025 in *Deaver et al. v Blue Diamond Growers*, Case No.
12 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.); a \$5.6 million wage and hour
13 class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-
14 0002062 (San Joaquin Cty. Super. Ct.); a \$2.85 million wage and hour class action settlement in
15 2025 in *Munoz et al. v XPO Logistics*, Case No. 23CV003704 (Sacramento Cty. Super. Ct.); and a
16 \$1.3 million wage and hour class action settlement in 2025 in *Bui v. Spectrum Lifesciences*, Case
17 No. 22STCV12522 (Los Angeles Cty. Super. Ct.).

18 44. For all the foregoing reasons, I respectfully request that the Court preliminarily
19 approve the settlement in all particulars.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed this 23rd day of October 2025, at Berkeley, California.

22
23
24 
25 Declarant

EXHIBIT

1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Ávila (“Plaintiff”) and defendant Lakeside Organic Gardens, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Maria Ávila v. Lakeside Organic Gardens, LLC*, initiated on February 20, 2024, and pending in Superior Court of the State of California, County of Santa Cruz with case number 24CV00507.
- 1.2 “Administrator” means Phoenix Settlement Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees that worked either directly or via a staffing agency and employed by Defendant in California during the Class Period.
- 1.6 “Class Counsel” means Zachary Crosner, Brandon Brouillette, and Chad Saunders of Crosner Legal, P.C.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and

direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from February 20, 2020, through the date of preliminary approval of this Settlement.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Santa Cruz.
- 1.16 “Defendant” means named Defendant Lakeside Organic Gardens, LLC.
- 1.17 “Defense Counsel” means Noland, Hamerly, Etienne & Hoss, A Professional Corporation.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$900,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the

Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency.
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from February 4, 2024, through the date of preliminary approval of this Settlement.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s February 4, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000.00), allocated 25% to the Aggrieved Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Maria Ávila, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval

and Approval of PAGA Settlement.

- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendant and all of Defendant’s subsidiaries, affiliates and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On February 20, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Recovery of unpaid minimum wages and liquidated damages; (2) Recovery of unpaid overtime wages; (3) Failure to provide meal periods or compensation in lieu thereof; (4) Failure to provide rest periods or compensation in lieu thereof; (5) Failure to timely pay all wages due upon separation of employment; (6) Failure to reimburse business expenses and (5) Unfair competition. On May 9, 2025, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for: (1) Recovery of unpaid minimum wages and liquidated damages; (2) Recovery of unpaid overtime wages; (3) Failure to provide meal periods or compensation in lieu thereof; (4) Failure to provide rest periods or compensation in lieu thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to timely pay all wages due upon separation of employment; (7) Failure to reimburse business expenses; (8) Unfair competition; and (9) Violation of the Private Attorneys General Act of 2004. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the

causes of action alleged.

- 2.3 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4 On January 10, 2025, the Parties participated in an all-day mediation presided over by Michael Loeb, Esq. of JAMS, which led to this Agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and a sampling of time and pay records for Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").
- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$900,000.00 and no more as the Gross Settlement Amount. The Gross Settlement Amount includes Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment

less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$300,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$16,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their

Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75%, (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,820 Class Members who collectively worked a total of 77,000 Workweeks, and 850 Aggrieved Employees who worked a total 24,400 of PAGA Pay Periods.
- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount, and the amounts necessary to pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date, or April 15, 2026, whichever is later.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Family Services Agency of the Central Coast, Survivor's Healing Program.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including Class Counsel), heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. These include, but are not limited to, unpaid minimum wages and liquidated damages (Labor Code Sections 218, 218.5, 1194, 1194.2); unpaid overtime wages (Labor Code Section 510, 1194, Wage Orders); failure to provide compliant meal and rest periods or pay premiums (Labor Code Sections 226.7, 512; Wage Orders); noncompliant wage statements (Labor Code Section 226); failure to pay all wages owed upon termination of employment (Labor Code Sections 201, 202, 203); Failure to reimburse business expenses (Labor Code Section 2802); Unfair competition (Business and Professions Code Section 17200 et seq.). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA

penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendant’s Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3.1 Notice to Class Members. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.
- 7.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.3.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class

Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.3.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.3.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.3.6 Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.3.7 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.3.8 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.3.9 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.4 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.5 Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.5.1 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.5.2 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.6 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.6.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails in English and Spanish.
- 7.6.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will

promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.6.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.6.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.6.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.6.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant

estimates that (1) there are 1,820 Class Members and 77,000 Total Workweeks during the Class period and (2) there were 850 Aggrieved Employees who worked 24,400 Pay Periods during the PAGA Period. If the number of workweeks covered by the Class Members is greater than 84,700, then Defendant will proportionally increase the Class Settlement Amount according to the following formula: $\text{Proportionally Increased Class Settlement Amount} = \text{Total Number of workweeks} \div 77,000 \times \$900,000$. If the number of workweeks increases by more than 10%, or 7,700 workweeks, during the Class Period, then Defendant shall have the election to either (a) cut off the Settlement Period at that point, or (b) proportionally increase the Class Settlement Amount as described herein.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS**.
- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and

Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of

action or right released and discharged by the Party in this Settlement.

- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business

day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

TO PLAINTIFF:

Chad Saunders
chad@crosnerlegal.com
Brandon Brouillette
bbrouillette@crosnerlegal.com
Zachary Crosner
zach@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

TO DEFENDANT:

Ana C. Toledo
atoledo@nheh.com
Charles Mullaney
CMullaney@nheh.com
NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation
333 Salinas Street
P.O. Box 2510
Salinas, CA 93902

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATE: 10 / 08 / 2025

Maria Ávila

Plaintiff Maria Ávila

DATE:

Richard Peixoto
for: Defendant, Lakeside Organic Gardens,
LLC

Dated: 10/08/2025

CROSNER LEGAL, PC



Chad Saunders, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff and the Class

Dated:

NOLAND, HAMERLY, ETIENNE & HOSS

Ana C. Toledo, Esq.
Attorneys for Defendant

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATE:

Plaintiff Maria Ávila

DATE: 10/21/25



Richard Perxoto
for: Defendant, Lakeside Organic Gardens,
LLC

APPROVED AS TO FORM

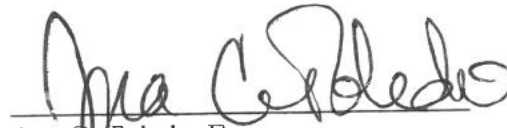
Dated:

CROSNER LEGAL, PC

Chad Saunders, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff and the Class

Dated: 10/22/25

NOLAND, HAMERLY, ETIENNE & HOSS



Ana C. Toledo, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL

Avila v. Lakeside Organic Gardens, LLC, Superior Court of the
State of California, County of Santa Cruz, Case No. 24CV00507

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2025, at the Santa Cruz County Superior Court, located at 701 Ocean Street Santa Cruz, CA 95060, in Department 5 before Hon. Rebecca Connolly. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Cruz (the "Court") has been reached between Plaintiff Maria Avila ("Plaintiff") and Defendant Lakeside Organic Gardens, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees that worked either directly or via a staffing agency and employed by Defendant in California during the Class Period.

The “Class Period” is the period from February 20, 2020, to July 23, 2025.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On February 20, 2020, Plaintiff commenced this lawsuit by filing a Complaint alleging causes of action against Defendant for: 1) Recovery of Unpaid Minimum Wages and Liquidated Damages; 2) Recovery of Unpaid Overtime Wages; 3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; 4) Failure to Provide Rest Periods or Compensation in Lieu Thereof, 5) Failure to Timely Pay All Wages Due Upon Separation of Employment; (6) Failure to Reimburse Business Expenses; and 7) Unfair Competition. On May 9, 2025, Plaintiff filed a First Amended Complaint adding a causes of action under the California Private Attorneys General Act seeking civil penalties against Defendant for Labor Code violations and for failure to provide accurate itemized wage statements.

Defendant denies and disputes all of Plaintiff’s claims. Defendant further contends that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Crosner Legal, P.C. as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Settlement Administration Costs. Payment to the Administrator, estimated not to exceed \$16,000, for expenses, including without limitation expenses of notifying the Class

Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third of the Gross Settlement Amount, which is presently \$300,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Service Payment. A Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00), or such lesser amount as may be approved by the Court, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- LWDA PAGA Payment. A payment to the California Labor & Workforce Development Agency of \$22,500 for its portion of the PAGA Penalties.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Service Award, the Class Counsel fees and costs payment, the Settlement Administration Costs, and the LWDA PAGA Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$[AMOUNT]. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

Released PAGA Claims. All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

5. How much will my payment be?

Your Individual Class Payment: Defendant's records reflect that you have <<____>> Workweeks during the Class Period. **Based on this information, your estimated Individual Class Payment is <<____>>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant's records reflect that you have <<____>> Pay Periods during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is <<____>>**.

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the 30 days after the mailing of this Notice. The deadline for submitting a dispute is _____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Phoenix Settlement Administration, [ADDRESS], (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed on approximately [DATE (14 days after the Effective Date, or April 15, 2026, whichever is later)]. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) _____). For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.**

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Avila v. Lakeside Organic Gardens, LLC* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Avila v. Lakeside Organic Gardens, LLC*, Santa Cruz County Superior Court, Case No. 24CV00507. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Avila v. Lakeside Organic Gardens, LLC* Administrator, c/o Phoenix Settlement Administration, [ADDRESS]. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees,

the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Avila v. Lakeside Organic Gardens, LLC*, Santa Cruz County Superior Court, Case No. 24CV00507.

All written objections must be mailed to the *Avila v. Lakeside Organic Gardens, LLC* Administrator, c/o Phoenix Settlement Administration, [ADDRESS], no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. The hearing may be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information concerning appearances and how to attend Court proceedings remotely:
<https://www.santacruz.courts.ca.gov/>

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Chad Saunders
Brandon Brouillette
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
Email: chad@crosnerlegal.com

Counsel for Defendant:

Ana C. Toledo
Charles Mullaney
NOLAND, HAMERLY, ETIENNE & HOSS
333 Salinas Street
P.O. Box 2510
Salinas, CA 93902
Tel: 831.424-1414
atoledo@nheh.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 5 of the Superior Court of California, County of Santa Cruz, located at 701 Ocean Street Santa Cruz, CA 95060. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and enhancement awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without

further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write to *Avila v. Lakeside Organic Gardens, LLC* Administrator, c/o Phoenix Settlement Administration, [ADDRESS]; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Class Action Settlement Agreement (“Agreement”). The Agreement, the Judgment and other relevant settlement documents will be posted on the Administrator’s website for this settlement: <<_____>>. You may also get more details by examining the Court’s file via the Public Access site for the California Superior Court for the County of Santa Cruz (<https://portal.santacruzcourt.org/Portal/Home/Dashboard/29>) and entering the Case No. 24CV00507. The Agreement can be found in the Court file located at 701 Ocean Street Santa Cruz, CA 95060, as Exhibit #1 to the Declaration of Chad Saunders, filed on _____.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT

2

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

Avila v. Lakeside Organic Gardens, LLC, Superior Court of the
State of California, County of Santa Cruz, Case No. 24CV00507

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2025, at the Santa Cruz County Superior Court, located at 701 Ocean Street Santa Cruz, CA 95060, in Department 5 before Hon. Rebecca Connolly. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Cruz (the "Court") has been reached between Plaintiff Maria Avila ("Plaintiff") and Defendant Lakeside Organic Gardens, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees that worked either directly or via a staffing agency and employed by Defendant in California during the Class Period.

The “Class Period” is the period from February 20, 2020, to July 23, 2025.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On February 20, 2020, Plaintiff commenced this lawsuit by filing a Complaint alleging causes of action against Defendant for: 1) Recovery of Unpaid Minimum Wages and Liquidated Damages; 2) Recovery of Unpaid Overtime Wages; 3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; 4) Failure to Provide Rest Periods or Compensation in Lieu Thereof, 5) Failure to Timely Pay All Wages Due Upon Separation of Employment; (6) Failure to Reimburse Business Expenses; and 7) Unfair Competition. On May 9, 2025, Plaintiff filed a First Amended Complaint adding a causes of action under the California Private Attorneys General Act seeking civil penalties against Defendant for Labor Code violations and for failure to provide accurate itemized wage statements.

Defendant denies and disputes all of Plaintiff’s claims. Defendant further contends that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Crosner Legal, P.C. as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Settlement Administration Costs. Payment to the Administrator, estimated not to exceed \$16,000, for expenses, including without limitation expenses of notifying the Class

Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third of the Gross Settlement Amount, which is presently \$300,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Service Payment. A Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00), or such lesser amount as may be approved by the Court, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- LWDA PAGA Payment. A payment to the California Labor & Workforce Development Agency of \$22,500 for its portion of the PAGA Penalties.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Service Award, the Class Counsel fees and costs payment, the Settlement Administration Costs, and the LWDA PAGA Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$[AMOUNT]. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

Released PAGA Claims. All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

5. How much will my payment be?

Your Individual Class Payment: Defendant's records reflect that you have <<____>> Workweeks during the Class Period. **Based on this information, your estimated Individual Class Payment is <<____>>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant's records reflect that you have <<____>> Pay Periods during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is <<____>>**.

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the 30 days after the mailing of this Notice. The deadline for submitting a dispute is _____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Phoenix Settlement Administration, [ADDRESS], (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed on approximately [DATE (14 days after the Effective Date, or April 15, 2026, whichever is later)]. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) _____). For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.**

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Avila v. Lakeside Organic Gardens, LLC* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Avila v. Lakeside Organic Gardens, LLC*, Santa Cruz County Superior Court, Case No. 24CV00507. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Avila v. Lakeside Organic Gardens, LLC* Administrator, c/o Phoenix Settlement Administration, [ADDRESS]. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees,

the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Avila v. Lakeside Organic Gardens, LLC*, Santa Cruz County Superior Court, Case No. 24CV00507.

All written objections must be mailed to the *Avila v. Lakeside Organic Gardens, LLC* Administrator, c/o Phoenix Settlement Administration, [ADDRESS], no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. The hearing may be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information concerning appearances and how to attend Court proceedings remotely:
<https://www.santacruz.courts.ca.gov/>

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Chad Saunders
Brandon Brouillette
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
Email: chad@crosnerlegal.com

Counsel for Defendant:

Ana C. Toledo
Charles Mullaney
NOLAND, HAMERLY, ETIENNE & HOSS
333 Salinas Street
P.O. Box 2510
Salinas, CA 93902
Tel: 831.424-1414
atoledo@nheh.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 5 of the Superior Court of California, County of Santa Cruz, located at 701 Ocean Street Santa Cruz, CA 95060. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and enhancement awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without

further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write to *Avila v. Lakeside Organic Gardens, LLC* Administrator, c/o Phoenix Settlement Administration, [ADDRESS]; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Class Action Settlement Agreement (“Agreement”). The Agreement, the Judgment and other relevant settlement documents will be posted on the Administrator’s website for this settlement: <<_____>>. You may also get more details by examining the Court’s file via the Public Access site for the California Superior Court for the County of Santa Cruz (<https://portal.santacruzcourt.org/Portal/Home/Dashboard/29>) and entering the Case No. 24CV00507. The Agreement can be found in the Court file located at 701 Ocean Street Santa Cruz, CA 95060, as Exhibit #1 to the Declaration of Chad Saunders, filed on _____.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT

3



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

February 4, 2025

VIA PAGA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

Marie Crandall
Agent for Service of Process for:
Lakeside Organic Gardens, LLC
25 Sakata Lane
Watsonville, CA 95076

Lakeside Organic Gardens, LLC
Attn: Human Resources / Legal Department
25 Sakata Lane
Watsonville, CA 95076

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency and Lakeside Organic Gardens, LLC
Date: February 4, 2025
Subject: *Maria Magdalena Avila v. Lakeside Organic Gardens, LLC*

Introduction

This office represents PLAINTIFF, Maria Magdalena Avila (hereinafter "PLAINTIFF") in connection with PLAINTIFF's claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entity and individual managing agents of said entity: Lakeside Organic Gardens, LLC (hereinafter, this entity and its managing

agents are collectively referred to as “DEFENDANTS”). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees that worked either directly or via a staffing agency for any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees that worked either directly or via a staffing agency for any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of PLAINTIFF’s claims against DEFENDANTS. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or the address of the Secretary of State of the State of incorporation and/or the entity address as provided on wage statements issued by DEFENDANTS to NON-EXEMPT AGGRIEVED EMPLOYEES.

This NOTICE also serves to demonstrate PLAINTIFF’s reasonable attempt at settlement with DEFENDANTS. If DEFENDANTS are interested in settling this matter before a lawsuit is filed, DEFENDANTS may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFF will base PLAINTIFF’s claims, PLAINTIFF requests that the LWDA regard this NOTICE as written notice of PLAINTIFF’s intent to seek civil penalties against DEFENDANTS.

PLAINTIFF, on behalf of PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and all applicable Wage Orders.

The Named Entities Are Joint Employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFF believes and hereon asserts that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

By reason of their status as joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. DEFENDANTS, at all relevant times, were an employer or person acting on behalf of employer(s) who violated PLAINTIFF’s and other NON-EXEMPT AGGRIEVED EMPLOYEES’ and EXEMPT AGGRIEVED EMPLOYEES’ rights by violating various sections of the California Labor Code.

The California Legislature defines “other person acting on behalf of an employer” as “*a natural person* who is an owner, director, officer, or managing agent of the employer.” The “managing agent” definition mirrors that found in California’s punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, “managing agents” are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

PLAINTIFF intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. PLAINTIFF will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. PLAINTIFF asks and demands that DEFENDANTS put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, PLAINTIFF also offers to DEFENDANTS to place those individuals on notice if DEFENDANTS voluntarily provides their contact information.

DEFENDANTS are Liable for All Temporary Agency Workers

Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor in California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to the labor contractor legal duties or liabilities under workplace safety provisions with respect to workers provided by the labor contractor. It defines a client employer as a business entity that obtains or is provided workers to perform labor within the usual course of business from a labor contractor. It defines a labor contractor as an individual or entity that supplies workers, either with or without a contract, to a client employer to perform labor within the client employer’s usual course of business.

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at the farms, processing/packing centers, facilities and/or other location(s) in California, including but not limited to the farms, processing/packing centers, facilities in cities and/or counties throughout California, including but not limited to, in Santa Cruz County, California. DEFENDANTS, through its various farms, processing/packing centers, facilities and/or other locations, serve the agriculture and/or produce processing industry.¹

PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of general laborer and/or a similar title(s) and/or job position(s) from in or around 2012 through on or around December 20, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ farm(s), processing/packing center(s), and/or facilities in cities and/or counties throughout California, including but not limited to, DEFENDANTS’

¹See <http://www.lakesideorganic.com/>. Last visited on February 4, 2025.

farm(s), processing/packing center(s), facilities and/or other location(s) in Santa Cruz County, California. PLAINTIFF regularly worked at least eight (8) hours per day, often working at least ten (10) hours per day.

Labor Code Violations

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by DEFENDANTS.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more, entitling to at least one meal period.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints

of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

For example, based on information and belief, DEFENDANTS did not provide any mechanism with which for PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to record the true start and end times of any meal periods, and DEFENDANTS did not record the true start and end times of PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Instead, DEFENDANTS rounded PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal period times and performed an automatic meal period deduction of at least thirty (30) minutes per shift per NON-EXEMPT AGGRIEVED EMPLOYEE notwithstanding that DEFENDANTS had actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete work tasks during purportedly off-duty meal periods, resulting in denied meal periods as well as DEFENDANTS failure to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during unpaid meal periods.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive

a second legally compliant thirty (30) minute second meal break. For example, as described herein, PLAINTIFF did not receive a second meal period on shifts lasting longer than ten (10) and/or twelve (12) hours.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive lawful meal periods.

Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFF is further informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that their time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of

each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.² DEFENDANTS' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

DEFENDANTS did not properly authorize and provide PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per

² See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were frequently if not always unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

Based on information and belief, DEFENDANTS failed to authorize and permit rest periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods were provided, DEFENDANTS limited PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes of leaving their work stations, in violation of California rest period law.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, as explained herein, at times, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each

violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, “Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period...” The applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, “in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon...” *Cal. Lab. Code* § 1194.2.

DEFENDANTS failed to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of DEFENDANTS’ automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS’ control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

³ See Lab. Code §2699(f) and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

For example, based on information and belief, DEFENDANTS engaged in systemic time record manipulation to shave time worked off PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES' workdays, by, for example, editing time records to delete portions of total hours worked or otherwise understate actual hours worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS recorded and/or required PLAINTIFF NON-EXEMPT AGGRIEVED EMPLOYEES to record only their scheduled hours worked rather than actual hours worked and/or otherwise forego recording all work time, resulting in DEFENDANTS' failure to pay PLAINTIFF NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, at times and/or throughout the duration of her employment, PLAINTIFF was not provided with any mechanism with which to record her true daily hours worked; instead, PLAINTIFF's supervisor would report PLAINTIFF's scheduled hours for the day and/or otherwise forego reporting all of PLAINTIFF's work time to payroll, resulting in DEFENDANTS failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were consistently required to perform pre-shift and/or post-shift work that was neither recorded nor compensated.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to be at their field areas/respective workstations at their scheduled shift start time or face discipline. As such, NON-EXEMPT AGGRIEVED EMPLOYEES typically arrived at work at least five (5) to seven (7) minutes prior to their scheduled shift start times each day so that they could perform any required pre-shift work, including but not limited to, bestowing their personal items in the employee storage area, retrieving/compiling their work tools/equipment (e.g., knives, blades, scissors, baskets/containers, tractors) making any necessary adjustments to their tools/equipment and/or perform any required maintenance tasks, don work clothing/their uniforms and protective equipment (e.g., aprons, gloves, protective eyewear, protective chaps, rain gear, hairnets and/or face masks), and/or complete other work tasks so as to be ready to be at their respective work stations at their scheduled shift start times as mandated by DEFENDANTS. This pre-shift off-the-clock work was neither recorded nor compensated resulting in the substantial underpayment of wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, PLAINTIFF was typically required to complete work tasks prior to clocking in/signing in for the start of her shifts and/or after clocking out/signing out for the end of her shifts, including but not limited to, pre-shift off-the-clock work, such as, but not limited to, gathering and/or loading boxes and/or pallets and/or completing other work tasks off-the-clock, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were also required to perform post-shift off-the-clock work that was neither recorded nor compensated.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES put away their work tools/equipment, changed out of their work clothing/uniform and/or protective gear after the end time of their scheduled shifts and/or outside of their scheduled shift times.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform additional off-the-clock work for which they were not compensated.

For example, based on information and belief, DEFENDANTS did not compensate NON-EXEMPT AGGRIEVED EMPLOYEES for time spent donning and doffing personal protective equipment, safety equipment and/or uniforms/work clothing (e.g., aprons, gloves, protective eyewear, hairnets and/or face masks) during meal periods, rest periods, before the start of a scheduled shift, and/or after completing a scheduled shift.

Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES to wash their hands before clocking in for their shifts and/or before clocking back in from meal periods, resulting in off-the-clock work and unpaid minimum wages and unpaid overtime wages as well as meal period violations.

In addition, based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to obtain Covid-related testing outside of their scheduled shift times without compensating them for the time spent completing DEFENDANTS' testing requirements.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to undergo pre-shift/off-the-clock temperature screenings and/or answer screening questions related to COVID-19, which resulted in at least a few minutes of off-the-clock work. This off-the-clock work was uncompensated and resulted in unpaid wages.

Moreover, based on information and belief, at times, DEFENDANTS paid PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES on a strictly piece-rate basis (e.g., per unit created, pruned and/or harvested), at least during some pay periods, during the relevant time period. However, based on information and belief, DEFENDANTS failed to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all non-piece rate related activities/all non-productive time, including but not limited to, all rest breaks and/or time spent preparing/setting up for tasks, waiting between jobs and tasks and/or other waiting time, and/or performing work duties that otherwise fall outside of the piece-rate pay criteria. DEFENDANTS' failure to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for their rest periods and/or other non-productive time and/or failure to compensate them at the correct rates for all non-productive time including rest periods resulted in the failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and violations of California wage and hour laws, including but not limited to, Labor Code sections 226.2 and/or 1197. Based on information

and belief, DEFENDANTS further failed to include this information on these employees' wage statements required by Labor Code section 226.2.

Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFEDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday

⁴ See Lab. Code §1197.1(a) (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS calculated the owed overtime rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s) based on the minimum wage established for the cities and/or counties within which NON-EXEMPT AGGRIEVED EMPLOYEES worked, resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES who worked in cities and/or counties in California with minimum wage rates above the California minimum wage rate.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary piece-rate compensation, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a

separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

As DEFENDANTS failed to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

DEFENDANTS' issued wage statements to PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a).

Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continue to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. PLAINTIFF

⁵ See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by DEFENDANTS' failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9) due to including but not limited to, DEFENDANTS' failure to list an overtime rate category at all and/or failure to list a category containing the proper overtime rate.

These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁶

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT

⁶ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or did not include all wages owed as NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck at the time of termination; instead DEFENDANTS required PLAINTIFF to wait at least a couple of days to receive a final paycheck, and PLAINTIFF's late final paycheck was devoid of all wages owed including but not limited to all owed minimum wages, overtime wages, premium wages, piece rate pay, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, any shift differentials).

Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁷

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, "for purposes of [section 2802], the term 'necessary expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and

equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145

California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their business expenses, including but not limited to, uniforms/work clothing/work shoes, personal protective/safety gear and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES’ and/or EXEMPT AGGRIEVED EMPLOYEES’ personal mobile phones, cost of internet and/or data usage for work-related purposes, including but not limited to, to receive and respond to work-related messages and/or phone calls.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to receive and respond to work-related calls and/or messages on their personal cell phones/mobile devices, including but not limited to, regarding work scheduling and/or other work tasks without being provided any and/or full reimbursement from DEFENDANTS for these business expenses. Based on information, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to supply their own uniforms, work clothing/work shoes and/or safety/protective gear, such as, but not limited to, work shoes, protective eyewear, gloves ear plugs protective eyewear and/or rain gear and/or face masks and/or work equipment including but not limited to hand tools (e.g., scissors, shears, knives, and/or blades, baskets/containers) which DEFENDANTS required, yet NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed by DEFENDANTS for the business expenses they incurred in connection therewith.

Based on information and belief, at times, DEFENDANTS failed to reimburse NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES for expenses associated with having to purchase and/or maintain their own hand tools (scissors, shears, knives, and/or blades) baskets/containers, ear plugs protective eyewear and/or face masks) required to

perform their assigned job duties.

For example, PLAINTIFF was required to supply her own knives and/or water resistant boots and/or rain ponchos and/or other uniforms, work clothing/work shoes and/or safety/protective gear and/or hand tools and/or equipment required to carry out PLAINTIFF's assigned job duties, however DEFENDANTS failed to provide PLAINTIFF with any and/or full reimbursement for the business expenses PLAINTIFF incurred in connection therewith.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including but not limited to, mileage, wear and tear, and/or cost of fuel when they were required to drive around and/or between job sites, and/or use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

As explained above, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear and/or hand tools and/or work equipment.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

As described herein, DEFENDANTS regularly failed to reimburse and indemnify PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. DEFENDANTS' failure to provide PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Conclusion

DEFENDANTS have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as

other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in cursive script that reads "Kiara Bramasco".

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Maria Monterrey <maria@crosnerlegal.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "plteam@crosnerlegal.com" <plteam@crosnerlegal.com>

Tue, Feb 4, 2025 at 2:53 PM

2/4/2025

LWDA Case No. LWDA-CM-1077863-25
Law Firm : Crosner Legal, P.C.
Plaintiff Name : Maria Magdalena Avila
Employer: Lakeside Organic Gardens, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT

4