SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TALIA OVANDO, on behalf of herself and all others similarly situated,

Plaintiff,

v.

PAOLINO LOGISTICS LLC, a California Limited Liability Company; PAOLINO TRANSPORT LLC, a California Limited Liability Company; AMAZON LOGISTICS, INC., a Delaware Corporation; and DOES 1 through 100, inclusive

Defendants.

Case No. CIVSB2216425

CLASS ACTION

Assigned to: Hon. Kevin C. Lee

[PROPOSED] ORDER AND JUDGMENT RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND FOR CLASS COUNSEL FEES, COST REIMBURSEMENT, SERVICE PAYMENT, ADMINISTRATION COSTS

Date: October 26, 2026
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: July 28, 2022
FAC Filed: April 24, 2023

[PROPOSED] ORDER:

Plaintiff Talia Ovando's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payments, Administration Costs ("Motion for Final Approval") came on for hearing before this court, the Honorable Kevin C. Lee presiding, on October 26, 2026, at 8:30 a.m. Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. ("Defendants") did not oppose the Motion.

Having received and considered the Class Action and PAGA Action Settlement Agreement and Settlement Notice ("Settlement" or Settlement Agreement") and Amendment to the Settlement ("Amendment") (collectively attached hereto as **Exhibit 1**), the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Action Settlement, and the instant Motion for Final Approval, the Court grants final approval of the Settlement and rules as follows:

1. Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed to all members of the Class by first-class U.S. mail. The Settlement Notice informed the Class of the terms of the Settlement, of their right to receive their proportional Settlement Payment, of their right to request exclusion from the Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in person or by counsel at the final approval hearing and of the date set for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

2. In response to the Settlement Notice, zero Class Members filed written objections to the Settlement or stated an intention to appear at the final approval hearing and zero Class Members requested to be excluded from the Settlement.

3. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the Class Members' response. The Court finds and determines that the Settlement Notice provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

4. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Participating Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

5. The Court has certified a Class, as that term is defined in and by the terms of the Settlement, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

6. The Court hereby approves the terms set forth in the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

7. The Court hereby confirms David P. Myers, Jason Hatcher, Cassandra A. Castro, and Andriana N. Bravo of The Myers Law Group, A.P.C. as Class Counsel.

8. The Court hereby confirms Plaintiff Talia Ovando as the Class Representative in this Action.

9. The Court finds and determines that the individual settlement payments provided for by the terms of the Settlement to be paid to the Participating Class Members are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Participating Class Members in accordance with the terms of the Settlement. Pursuant to Section 4.3.3 of the Settlement, for any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.3.2 of the Settlement, the Administrator shall transmit the funds represented by such checks to the California

Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

10. The Court finds and determines that payment to the California Labor and Workforce Development Agency of $15,000.00 as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement.

11. The Court finds and determines that payment to the PAGA Employees of $5,000.00 in settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders the payment of that amount to be paid in accordance with the Settlement. Pursuant to Section 4.3.3 of the Settlement, for any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.3.2 of the Settlement, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12. The Court finds and determines the Class Representative Service Payment in the sum of $10,000.00 to Plaintiff Talia Ovando is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement.

13. The Court finds and determines that the payment to be paid to the Settlement Administrator, Phoenix Settlement Administrators ("PSA"), in the sum of $11,592.08 for its fee and expenses incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance with the terms of the Settlement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel; the Court hereby awards Class Counsel attorney's fees in the sum of $158,155.57 and actual litigation costs of $9,008.19. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in

accordance with the terms of the Settlement.

15. Neither Defendants nor any related persons or entities, nor Released Parties, shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

16. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Settlement or pursuant to this Order, including the requirement that Defendants make payments to Participating Class Members or to enforce the releases in accordance with the Settlement.

17. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order.

18. The Parties shall bear their own costs and attorney's fees except as otherwise provided for by the Settlement and this Court's Order Granting Final Approval.

19. Upon execution of this Judgment, and upon the date Defendants transfer the Gross Settlement Amount to the Administrator, all Participating Settlement Class Members shall be deemed to release the Released Parties for the Released Class Claims for the Class Period and every PAGA Employee shall be deemed to release the Released Parties for the Released PAGA Claims for the PAGA Period.

20. Upon execution of this Judgment, and upon the date Defendant transfers the Gross Settlement Amount to the Administrator, Plaintiff's Released Claims shall be deemed to be conclusively released as against Defendants and the Released Parties, that includes a general release pursuant to California Civil Code §1542, and pursuant to the terms in the Settlement.

21. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have violated the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendant entered the Settlement solely for compromising highly disputed claims. Nothing in the Settlement, this Order, or Judgment is an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that the claims lacked merit or any defense asserted by

Defendant has merit. The Settlement and this Order are governed by California Evidence Code §1152.

22. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters, parties and Participating Class Members, to the fullest extent relating to the interpretation, administration, implementation, effectuation and enforcement of this Order, Judgment and the Settlement.

JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.l(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Participating Class Members shall take nothing from Defendants except as expressly set forth in the Order re: Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payment, Administration Costs; Class Action and PAGA Action Settlement Agreement and Settlement Notice filed on April 30, 2026, in conjunction with the Plaintiff's Motion for Preliminary Approval Order of the Class Action and PAGA Action Settlement.

IT IS SO ORDERED:

DATED:_____

_____
Honorable Kevin C. Lee
San Bernardino Superior Court Judge

EXHIBIT 1

CLASS ACTION AND PAGA ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

Subject to final approval by the Court, it is stipulated by and between plaintiff Talia Ovando ("Plaintiff"), on behalf of herself, other similarly situated putative class members and other aggrieved employees, on the one hand, and Paolino Logistics LLC and Paolino Transport LLC ("Paolino") and Amazon Logistics, Inc. ("Amazon") (collectively, "Defendants"), on the other hand, that the Action as defined herein is hereby compromised and settled pursuant to the terms and conditions set forth herein ("Agreement" or "Settlement"). The Agreement refers to Plaintiff and Defendants collectively as "Parties", or individually as "Party."

1. DEFINITIONS.

1.1. "Action" herein includes: (1) the Class Action lawsuit filed by Plaintiff on July 28, 2022 entitled *Talia Ovando v. Paolino Logistics LLC, et al.*, currently pending in San Bernardino Superior Court, Case No. CIVSB2216425 ("Class Action Complaint"); (2) Plaintiff's First Amended Complaint filed on April 24, 2023, which adds a cause of action for Violation of the California Labor Code Private Attorneys General Act (PAGA) of 2004 ("FAC"); (3) Plaintiff's operative Second Amended Complaint ("SAC"); (4) the written notice to the Labor and Workforce Development Agency ("LWDA") submitted by Plaintiff against Defendants on August 1, 2022 pursuant to Labor Code section 2699.3 of the specific provisions of the California Labor Code alleged to have been violated by Defendants, LWDA-CM-898853-22; and (5) the American Arbitration Association proceeding *Ovando v. Paolino Logistics LLC, et al.*, Case No. 01-24-0000-4982.

1.2. "Administrator" and/or "Settlement Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount of no more than Twelve Thousand Dollars and Zero Cents ($12,000.00), except for a showing of good cause, the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and submitted to the Court for approval in connection with Preliminary Approval of the Settlement.

1.4. "Class" means all current and former California hourly, non-exempt employees who worked for Defendants Paolino Logistics LLC and Paolino Transport LLC at any time during the Class Period and who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC (the "Class Members").

1.5. "Class Counsel" means David P. Myers, Esq., Jason Hatcher, Esq., Cassandra A. Castro, Esq., and Andriana N. Bravo, Esq. of The Myers Law Group, A.P.C.

1.6. "Class Counsel Fees Payment" means the amount that the Court awards in attorneys' fees to be paid to compensate Class Counsel for their services rendered, and to be rendered, to Plaintiff, the Settlement Class and the PAGA Employees in connection with the Action. A

Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, equal to One Hundred Thirty-Nine Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($139,333.33), absent the application of the Escalator Clause in Paragraph 8.2, shall be paid to Class Counsel based on Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

1.7. "Class Counsel Litigation Expenses Payment" means the amount that the Court awards Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action. The Class Counsel Litigation Expenses Payment is not to exceed Twelve Thousand Five Hundred and Zero Cents ($12,500.00) and will consist of reasonable litigation costs actually incurred by Class Counsel related to the Action and the settlement of the action as approved by the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

1.8. "Class Data" means a database containing the following information: (1) the full name, and last known address and full social security number or date of birth of all Settlement Class Members; and (2) the information necessary to determine the estimated settlement allocation to each Class Member, including without limitation, the total number of workweeks worked by each Class Member within the relevant Class Period and the total number of pay periods worked by each PAGA Employee within the relevant PAGA Period.

1.9. "Class Member" or "Settlement Class Member" means persons currently or formerly employed by Defendants Paolino Logistics LLC and Paolino Transport LLC as non-exempt, hourly-paid employees and who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC in the State of California during the Class Period defined as November 1, 2020 through the earlier of the date of entry of an order granting preliminary approval of this settlement or the date at which the total workweeks for the Class Members does not exceed 14,857 (10% of the total workweeks for the Class Members as of the mediation date) ("Class Period").

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 Period" means November 1, 2020 through the earlier of the date of entry of an order granting preliminary approval of this settlement or an earlier date of Defendants' choosing, as set forth in the Escalator Clause in Paragraph 8.2.

1.12. "Class Representative" and "Plaintiff" means the Plaintiff named in the Action – Talia Ovando.

1.13. "Class Representative Service Payment" means the amount the Court awards as payment to the Class Representative for initiating the Action and providing services in support of

the Action, not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00). If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

1.14. "Court" means the Superior Court of California, County of San Bernardino.

1.15. "Defendants" means Paolino Logistics LLC and Paolino Transport, LLC ("Paolino"), and Amazon Logistics, Inc. ("Amazon").

1.16. "Defense Counsel" means Brian D. Fahy and Eva M. Nofri of Morgan, Lewis & Bockius LLP, on behalf of Defendant Amazon Logistics, Inc.; and Tim L. Johnson, Nikolas T. Djordjevski, and Yousaf M. Jafri of Ogletree, Deakins, Nash, Smoak & Stewart, P.C, on behalf of Defendants Paolino Logistics LLC and Paolino Transport LLC.

1.17. "Effective Date" means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: (a) five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (b) if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) calendar days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief.

1.18. "Employer Taxes" means Defendants' share of any employer payroll taxes to be paid in connection with the Wage Portion of each Participating Class Member's Individual Class Payment (i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge). The Employer Taxes shall be paid separate and in addition to the Gross Settlement Amount. Calculations for the Employer Taxes shall be made by the Administrator who will then advise Defense Counsel of the amount due prior to the funding of the Gross Settlement Amount.

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. "Gross Settlement Amount" or "GSA" means the non-reversionary maximum amount of Four Hundred Eighteen Thousand Dollars and Zero Cents ($418,000.00), to be paid by Defendants, subject to the Escalator Clause in Paragraph 8.2, and exclusive of Employer Taxes due in connection with the Wage Portion of each Participating Class Member's

Individual Class Payment. This is the gross amount Defendants shall be required to pay under this Settlement, which includes, without limitation (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Class Counsel Fees Payment; (3) Class Counsel Litigation Expenses Payment; (4) Class Representative Service Payment; (5) Administration Expenses Payment; and (6) PAGA penalties to be paid to the LWDA and to PAGA Employees, as approved by the Court.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount based on Workweeks during the Class Period as calculated by the formula in Paragraph 3.2.4.

1.23. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA pay periods worked during the PAGA Period as calculated by the formula in Paragraph 3.2.8.

1.24. "Judgment" means the final judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. "Net Settlement Amount" means the portion of the Gross Settlement Amount, distributable to Participating Settlement Class Members after the deduction of the amounts approved by the Court for PAGA Penalties (i.e. the LWDA PAGA Payment and the total Individual PAGA Payments), Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.28. "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.

1.29. "PAGA Employee" or "Aggrieved Employees" means all current and former California hourly, non-exempt employees who worked for Defendants Paolino Logistics LLC and Paolino Transport LLC at any time during the PAGA Period who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC. The PAGA Period shall be defined as July 28, 2021 up to the date of entry of an order granting preliminary approving this settlement ("the PAGA Period").

1.30. "PAGA Notice(s)" means the notice filed by Plaintiff with the Labor and Workforce Development Agency ("LWDA") on or about August 1, 2022, and mailed to Defendants on or about August 1, 2022, LWDA-CM-898853-22, and as amended by Plaintiff via Exhibit C which shall be mailed to Defendants, defense counsel and uploaded to the LWDA within five (5) calendar days of the full execution of this Agreement.

1.31. "PAGA Pay Period" means any Pay Period during which a PAGA Employee worked for Defendants Paolino Logistics LLC and Paolino Transport LLC for at least one day during the PAGA Period.

1.32. "PAGA Period" means July 28, 2021 up to the date of entry of an order granting preliminary approving this settlement.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. "PAGA Penalties" consists of Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Gross Settlement Amount allocated for the settlement and release of claims for civil penalties under the PAGA. Twenty-five percent (25%) of the PAGA Penalties shall be allocated to the PAGA Employees ($5,000.00) and seventy-five percent (75%) to the LWDA ($15,000.00).

1.35. "Participating Class Member" or "Participating Settlement Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Participating Class Members will release the Released Parties from Released Class Claims, as applicable, and will be bound by all terms of this Settlement and any final judgment entered in the Action.

1.36. "Plaintiff" means Talia Ovando, 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 Court's order preliminarily approving the proposed Settlement following the Preliminary Approval Hearing.

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 Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc.

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 45days after the Administrator mails Notice to Class Members and PAGA 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 or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after

having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" or "Agreement" means this Class Action and PAGA Action Settlement Agreement and Class Notice.

1.45. "Settlement Notice" means the Court approved Notice of Class Action and PAGA Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members and PAGA Employees in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.46. "Workweek" means any week during which a Class Member worked for Defendants Paolino Logistics LLC, Paolino Transport LLC for at least one day, during the Class Period.

2. RECITALS.

2.1 On July 28, 2022, Plaintiff Talia Ovando filed a class action complaint against Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. in San Bernardino Superior Court, Case No. CIVSB2216425. The Complaint alleged causes of action for: (a) failure to pay all overtime and double time wages; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to provide accurate wage statements; (e) failure to pay all wages due at separation; and (f) unfair competition.

2.2 On or about August 1, 2022, Plaintiff filed a PAGA Notice with the Labor and Workforce Development Agency and mailed Defendants the same.

2.3 On April 24, 2023, Plaintiff filed a First Amended Complaint adding a cause of action for a violation of Labor Code §§ 2698, *et seq.* Private Attorneys General Act (PAGA).

2.4 On December 12, 2022, Defendants filed a motion to compel arbitration. After Plaintiff's opposition to the same, the Court granted the Defendants' motion on August 17, 2023.

2.5 Pursuant to the Court's August 17, 2023 Order, on February 2, 2024, Plaintiff initiated arbitration with American Arbitration Association, Case No. 01-24-0000-4982.

2.6 On March 5, 2025, the Parties attended an all-day mediation with mediator Scott Markus, Esq., and the Parties agreed to settle the Action, the terms of which the Parties memorialized in a Memorandum of Understanding.

2.7 Prior to mediation, Paolino provided Plaintiff with data to assist in evaluating the case for mediation, including the total number of Class Members (former and current Class Members), total number of Aggrieved Employees, and the total number of workweeks and pay periods.

2.8 During the mediation, the Parties, represented by their respective counsel, recognized the substantial risk of an adverse result which led to the subsequent settlement in principle. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. This Settlement Agreement represents a compromise and settlement of highly disputed claims and defenses, as Plaintiff believes her claims have merit and Defendants believe their defenses have merit. Nothing in this Agreement shall be construed as an admission by Defendants or any of the Released Parties that the asserted claims have merit or as an admission by Plaintiff that the defenses asserted by Defendants have merit.

2.9 Plaintiff and Class Counsel believe the total consideration and payment set forth in this Settlement Agreement is adequate in light of the uncertainties surrounding the risk of further litigation, and possible defenses that Defendants have asserted and could assert. Class Counsel recognizes the substantial monetary benefit to the Class and the expenses and length of continued proceedings necessary to prosecute the Action against the Defendants through completion of the arbitration proceeding, *Ovando v. Paolino Logistics LLC, et al.*, American Arbitration Association, Case No. 01-24-0000-4982, appeal, class certification, trial and any subsequent appeal. Class Counsel has also considered the uncertain outcome and risk of further litigation, especially in complex actions such as class actions, as well as the difficulties and delay inherent in such litigation. Therefore, Class Counsel has determined that the settlement set forth in this Settlement Agreement is in the best interest of the Class and is fair and reasonable.

2.10 Defendants and Defense Counsel have similarly concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further risk and expense of litigation and the inconvenience and distraction of further legal proceedings. Therefore, despite continuing to contend that they are not liable for any of the claims set forth by Plaintiff, Defendants agreed to settle in the manner and upon the terms set forth herein to put to rest the claims in the Action.

2.11 Because the settled action is a putative class action and PAGA action settlement, this Settlement Agreement must receive preliminary and final approval by the Court. If the Effective Date does not occur, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose.

2.12 This Agreement replaces and supersedes any prior memorandums of understanding, or related documents that may have been agreed to by the Parties.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by the Escalator Clause in Paragraph 8.2 below, Defendants promise to pay Four Hundred Eighteen Thousand Dollars and Zero Cents ($418,000.00), as the Gross Settlement Amount excepting that Defendants will separately pay Employer Taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without

asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Plaintiff of not more than Ten Thousand Dollars and Zero Cents ($10,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and PAGA Employee, respectively. Defendants will not oppose Plaintiff's request for the 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 the Class Representative Service Payment, which will be filed 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 difference between the requested amount and reduced amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. 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, or One Hundred Thirty-Nine Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($139,333.33) subject to the Escalator Clause in Paragraph 8.2; and a Class Counsel Litigation Expenses Payment of not more than Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00). Defendants will not oppose requests for these payments provided that they 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 difference between the requested amount and reduced amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using IRS 1099 Forms.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00), 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 a payment less, than the $12,000.00, the difference between the approved amount and allocated amount shall be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's individual Workweeks.

3.2.5 Tax Allocation of Individual Class Payments. Thirty-percent (30%) 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. Seventy-percent (70%) 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.

3.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, will not release the Released Class Claims in this Action, and have Workweeks that will not be included in the pro rata calculation of the Individual Class Payments.

3.2.7 To the LWDA and PAGA Employees: PAGA Penalties, from the Gross Settlement Amount, in the total amount of Twenty Thousand Dollars and Zero Cents ($20,000.00), from which the LWDA PAGA Payment of Fifteen Thousand Dollars and Zero Cents ($15,000.00) – equal to 75% of the PAGA Penalties – shall be paid to the LWDA and Five Thousand Dollars and Zero Cents ($5,000.00) – equal to 25% of the PAGA Penalties – shall be paid to the PAGA Employees on a pro rata share under the Individual PAGA Payment calculation.

3.2.8 Individual PAGA Payment: The Administrator will calculate each Individual PAGA Payment by (a) dividing the $5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees have no statutory or other right to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims. In addition, a PAGA Employee who submits a valid and timely request for exclusion as a Class Member shall still receive his or her Individual PAGA Payment and shall release the PAGA claims.

3.2.9 If the Court approves PAGA Penalties of less than the amount requested, the difference will be allocated to the Net Settlement Amount to be distributed to the Participating Settlement Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Paolino will deliver the Class Data to the Administrator and Class Counsel, 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. Class Data shall not be shared with Plaintiff or Plaintiff's counsel. Paolino 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. 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.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amount necessary to fully pay Defendants' share of payroll taxes as calculated by the Administrator, by transmitting the funds to the Administrator no later than forty-five (45) calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 7 days after Defendants fund 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.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send the same to all Participating Class Members and PAGA Employees via First Class U.S. Mail, postage prepaid (this includes those Participating Class Members and PAGA Employees whose Settlement Notice was returned undeliverable). 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database. 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.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and/or PAGA Employees whose checks are returned undelivered without 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 Participating Class Members and/or PAGA Employees whose re-mailed checks are

returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or PAGA Employees whose original check was lost or misplaced, requested by the Participating Class Member and/or PAGA Employee prior to the void date or after the void date but prior to disbursement to the California Controller's Unclaimed Property Fund.

4.3.3 For any Participating Class Member and/or PAGA Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.3.2, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

5.1 Plaintiff's Comprehensive, General Release of Claims. Upon the Effective Date of the Settlement and Defendants' fulfillment of its payment obligations set forth herein, Plaintiff generally releases and discharges the Released Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suits, rights, demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff, at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from her employment with Paolino, payment of wages during that employment and/or separation of employment with Paolino, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph

expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that she has against Defendants, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

> **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 Released Class Claims by Participating Class Members: Effective on the date when Defendants fully fund the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Settlement Class Members will release, for the Settlement Class Period only, against Defendants and the Released Parties all claims asserted in the Second Amended Complaint (Attached herein as Exhibit B) and all claims that could have been brought based on the factual allegations set forth in the Second Amended Complaint excluding the Seventh Cause of Action for PAGA Penalties. The Participating Settlement Class Members (not including Plaintiff) do not release any other claims, including but not limited to claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims for PAGA violations (which are addressed in Paragraph 5.3 ("Release by PAGA Employees").

5.3 Released by PAGA Employees: Effective on the date when Defendants fully fund the entire Gross Settlement Amount, and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all PAGA Employees will release, for the PAGA Period only, Defendants and the Released Parties from all claims for PAGA penalties that were alleged in the Second Amended Complaint and all claims for PAGA penalties that could have been brought based on the factual allegations set forth in the Second Amended Complaint and the PAGA Notices for this Action.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1 Stipulation to Filing a Second Amended Complaint. The Parties agree to enter into a joint stipulation such that Plaintiff will file a Second Amended Complaint to effectuate this agreement. The Second Amended Complaint will be filed prior to or contemporaneously with the Motion for Preliminary Approval and is attached hereto as **Exhibit B**. The Parties agree that this Second Amended Complaint is filed for settlement purposes only and Defendants will not be required to respond to the Second Amended Complaint unless

ordered by the Court. The Parties further agree that if the Court does not approve the Settlement, the Second Amended Complaint will be withdrawn and the First Amended Complaint will revert to being the operative complaint in the Action.

6.2 Motion for Preliminary Approval. Plaintiff shall file a Motion for Preliminary Approval of the Settlement. The Parties shall cooperate in the preparation of the Motion for Preliminary Approval and Defendants shall have fourteen (14) days to review the draft Motion for Preliminary Approval in advance of Plaintiff's filing of the same. Plaintiff's counsel will draft the motions for preliminary approval and provide all necessary documentation to the LWDA.

6.3 Duty to Cooperate. 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, if possible. The Parties retain the right, in the exercise of their sole respective discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or orders material changes to the basic Settlement terms. Basic Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the time period of the Released Class Claims; (c) the covered Class or PAGA Period; and/or (d) the Parties' respective Option to Revoke Settlement as set forth herein.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties jointly select Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verify that, as a condition of appointment, Phoenix will agree 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 to 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.

7.4 Notice to Class Members.

7.4.1 No later than seven (7) 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. The

Class Administrator shall not share any class data with Plaintiff or Plaintiff's counsel.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members and PAGA Employees identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Settlement Notice substantially in the form attached to this Agreement as **Exhibit A**. Before mailing Settlement Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 5 days after the Administrator's receipt of any Settlement Notice returned by the USPS as undelivered, the Administrator shall re-mail the Settlement 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 Settlement Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Settlement Notice to Class Members or PAGA Employees whose Settlement Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Settlement 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 Settlement Notice.

7.4.5 If the Administrator, Defendants 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 Settlement 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 a Class Member or PAGA Employee. If the Parties agree, such persons will be entitled to the same rights as other Class Members and/or PAGA Employees, and the Administrator will send, via email or overnight delivery, a Settlement Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Settlement Notice, or the deadline dates in the Settlement Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from, i.e. 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 Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address,

email address or telephone number and signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. PAGA Employees have no statutory or other right to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA claims. In addition, a PAGA Employee who submits a valid and timely request for exclusion as a Class Member shall still receive his or her Individual PAGA Payment and shall release the PAGA claims.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Settlement 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. 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.

7.5.3 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 Released Class Claims for Participating Class Members as provided for herein, regardless of whether the Participating Class Member actually receives the Settlement Notice or objects to the Settlement.

7.5.4 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, shall not waive or release the Released Class Claims, and shall not have the right to object to the class action components of the Settlement. Nothing in this Settlement will constitute or be construed as a waiver of any defense that Defendants or the Released Parties have or could assert against anyone who timely submits a Request for Exclusion.

7.6 Challenges to Calculation of Workweeks. Each Class Member and PAGA Employee shall have 45 days after the Administrator mails the Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and PAGA Employee in the Settlement Notice. The challenge of the allocation is made by communicating with the Administrator in writing via fax, email or mail by the Response Deadline, explaining the basis for the dispute and including any supporting documentation showing that the workweeks and/or pay periods credited to him or her is inaccurate. Paolino's records will be presumed determinative absent credible evidence to rebut the accuracy of the workweeks and/or pay periods credited to the Class Member and PAGA Employee. The Administrator will evaluate the evidence submitted by the Class Member or PAGA Employee make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Administrator's recommendation, the dispute will be presented to the Court for determination. The Court will make the final decision on disputes.

7.7 Objections to Settlement.

7.7.1 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.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal 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 Settlement Notice (plus an additional 14 days for Class Members whose Settlement Notice was re-mailed).

7.7.3 If a Class Member objects to the Settlement, the Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, any Class Member who does not opt-out of the Class Settlement will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.

7.8 Administrator's 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and, should the Court so require, use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 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).

7.8.3 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: Settlement Notices mailed or re-mailed, Settlement 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 the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Court has the authority to address and make a final decision, consistent with the terms of this Agreement, for any unresolved Participating Class Member challenges to the calculation of Workweeks and/or Pay Periods.

7.8.5 Administrator's Declaration. Not later than 15 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 the Settlement Notice, the Settlement Notices returned as undelivered, the re-mailing of Settlement 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.

7.8.6 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. TOTAL WORKWEEKS, CLASS SIZE, AND NULLIFICATION CLAUSE

8.1 Total Workweeks and Class Size: Paolino estimates that from November 1, 2020 to March 5, 2025 (the date of mediation) the number of Workweeks at issue for 612 Settlement Class Members was 13,506 Workweeks. Paolino estimates that from July 28, 2021 to March 5, 2025 (the date of mediation) the number of Pay Periods at issue for 494 PAGA Employees was 441 Pay Periods.

8.2 Escalator Clause: As of March 5, 2025, the date of mediation, there were 612 Class Members who worked approximately 13,506 workweeks during the Class Period. If the actual total number of workweeks for the Class Members for the Class Period exceeds 13,506 workweeks by more than 10% (i.e., more than 14,857 workweeks), the Gross Settlement Amount will be increased by the same percentage without offset (i.e., if the actual total number of workweeks for the Class Members for the Class Period is 15,080 (1.5% more than 14,857), the Gross Settlement Amount will be increased by 1.5%). In the alternative, Defendants may elect to shorten the Class Period in order to stay within the 10% cushion.

8.3 Nullification: If 10% or more Settlement Class Members timely opt out of the class settlement, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the final list of opt-outs. Defendants agree to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. In the event that Defendants exercise their option to revoke the Settlement Agreement, Defendants agree to pay the Settlement Administration Costs incurred by the Settlement Administrator up to the date of Defendants' notice to revoke.

9. MOTION FOR FINAL APPROVAL

9.1 Not later than 16 court days before the Final Approval Hearing date, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval, and Plaintiff will provide Defendants a draft of the Motion for Final Approval at least fourteen (14) calendar days in advance of the filing deadline.

9.2 Response to Objections. Each Party retains the right to respond independently to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, 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, if possible. Nothing in this provision waives any party's rights to terminate the settlement as set forth in Paragraph 8.3 above. 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.

9.4 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.

9.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, 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. Nothing in this paragraph, or this Settlement, bars Class Counsel or Plaintiff from seeking an appeal related to the award of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Payment.

9.6 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, 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.

10. AMENDED JUDGMENT.

10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 Dismissal of Arbitration. Within ten (10) business days after the Effective Date, Plaintiff will request that AAA dismiss with prejudice the Arbitration matter: *Talia Ovando v. Paolino Logistics LLC, Paolino Transport, LLC, and Amazon Logistics, Inc*., American Arbitration Association, Case No. 01-24-0000-4982.

11.2 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 Defendants that any of the allegations in the Second Amended Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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 not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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). Amazon specifically denies it was the employer or joint employer of Plaintiff, Class Members, or PAGA Employees. This Agreement is not a concession or admission and shall not be used against Amazon as an admission or indication with respect to any claim of any fault, concession, or omission by Amazon.

11.3 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.

11.4 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 the Memorandum of Understanding ("MOU") as well as any and all oral representations, warranties, covenants, or inducements made to or by any Party. Nothing in this Agreement or provision or in the Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of Defendants' right to enforce the arbitration agreements of Class Members or Aggrieved Employees in the future.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

11.6 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.

11.7 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.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.

11.9 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.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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:
THE MYERS LAW GROUP, APC
David Myers
dmyers@myerslawgroup.com
Jason Hatcher
jhatcher@myerslawgroup.com
Cassandra A. Castro
ccastro@myerslawgroup.com

Andriana N. Bravo
abravo@myerslawgroup.com
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730

To Paolino:

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Yousaf M. Jafri, Esq.
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4370 La Jolla Village Dr., Suite 990
San Diego, CA 92122

To Amazon Logistics, Inc.:

MORGAN, LEWIS & BOCKIUS LLP

Brian D. Fahy, Esq.
brian.fahy@morganlewis.com
Eva M. Nofri, Esq.
eva.nofri@morganlewis.com
300 South Grand Avenue,
Twenty-second Floor
Los Angeles, California 90071

11.16 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

11.17 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.18 No Publicity. Prior to preliminary approval, the Parties agree not to disclose the terms of this settlement except in court papers filed to seek approval, except for any disclosures agreed to by the Parties and as necessary to effectuate the Settlement. Before or after approval, Plaintiff and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website (other than information directed to Class and PAGA Members regarding the approval), or otherwise publicize the settlement. Nothing herein restricts Class Counsel from fulfilling its duties

to Class and PAGA Members. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that certain claims "have been resolved by the Parties." However, Class Counsel may (in future declarations submitted in Court) disclose in legal proceedings that this matter settled on a class and representative-action basis, for purposes of detailing the experience of counsel. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

Dated 01/21/2026

PLAINTIFF TALIA OVANDO

Talia Ovando (Jan 21, 2026 20:56:00 PST)

Talia Ovando

Dated: _____

AMAZON LOGISTICS, INC.

By: _____

Authorized Representative

Dated: _____

PAOLINO LOGISTICS LLC & PAOLINO TRANSPORT LLC

By: _____

Approved as to form and content:

Dated: 1/23/2026

THE MYERS LAW GROUP, A.P.C.

David Myers
Jason Hatcher
Cassandra A. Castro
Andriana Bravo
Attorneys for Plaintiff Talia Ovando

Docusign Envelope ID: 60651321-0DB9-4284-AC36-0D372B4F17B8

to Class and PAGA Members. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that certain claims "have been resolved by the Parties." However, Class Counsel may (in future declarations submitted in Court) disclose in legal proceedings that this matter settled on a class and representative-action basis, for purposes of detailing the experience of counsel. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

Dated_____

PLAINTIFF TALIA OVANDO

_____
Talia Ovando

Dated: January 28, 2026

AMAZON LOGISTICS, INC.

DocuSigned by:
Zane Brown
0AC4AA6BEE2D4A8...

By: _____
Authorized Representative

Dated: _____

PAOLINO LOGISTICS LLC & PAOLINO TRANSPORT LLC

_____

By: _____

Approved as to form and content:

Dated: _____

THE MYERS LAW GROUP, A.P.C.

_____
David Myers
Jason Hatcher
Cassandra A. Castro
Andriana Bravo
Attorneys for Plaintiff Talia Ovando

Docusign Envelope ID: 47A821A9-E9A8-4595-9887-1EAEF4ED08AF

to Class and PAGA Members. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that certain claims "have been resolved by the Parties." However, Class Counsel may (in future declarations submitted in Court) disclose in legal proceedings that this matter settled on a class and representative-action basis, for purposes of detailing the experience of counsel. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

Dated_____

PLAINTIFF TALIA OVANDO

_____
Talia Ovando

Dated: _____

AMAZON LOGISTICS, INC.

_____
By: _____
Authorized Representative

Dated: 11-Feb-2026

PAOLINO LOGISTICS LLC & PAOLINO TRANSPORT LLC

Signed by:
Fujica
3EA9FFD260EC4DC...
By: Fujica

Approved as to form and content:

Dated: _____

THE MYERS LAW GROUP, A.P.C.

_____
David Myers
Jason Hatcher
Cassandra A. Castro
Andriana Bravo
Attorneys for Plaintiff Talia Ovando

Docusign Envelope ID: 60651321-0DB9-4284-AC36-0D372B4F17B8

Dated: February 9, 2026

MORGAN, LEWIS & BOCKIUS LLP

Brian D. Fahy
Eva M. Nofri
Attorneys for Defendant Amazon Logistics, Inc.

Dated: _____

OGLETREE DEAKINS NASH SMOAK & STEWART, P.C.

_____
Tim L. Johnson
Yousaf M. Jafri
Attorneys for Defendants Paolino Logistics LLC and Paolino Transport LLC

Docusign Envelope ID: 47A821A9-E9A8-4595-9887-1EAEF4ED08AF

Dated: _____

MORGAN, LEWIS & BOCKIUS LLP

_____

Brian D. Fahy
Eva M. Nofri
Attorneys for Defendant Amazon Logistics, Inc.

Dated: 2/12/2026

OGLETREE DEAKINS NASH SMOAK & STEWART, P.C.

_____

Tim L. Johnson
Yousaf M. Jafri
Attorneys for Defendants Paolino Logistics LLC and Paolino Transport LLC

Exhibit A

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

Talia Ovando v. Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc.
San Bernardino Superior Court, Case No. CIVSB2216425

The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and Private Attorneys General Act ("PAGA") lawsuit ("Action") against Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. (collectively referred to as "Defendants") for alleged employment wage and hour violations.

The proposed Settlement has two main parts: (1) a Class Settlement, and (2) a PAGA Settlement. The Action was filed by Paolino Logistics LLC and Paolino Transport LLC (collectively "Paolino") employee Talia Ovando ("Plaintiff") and seeks payments of (1) back wages and other relief for a class of hourly employees who worked for Paolino, in California, during the Class Period of November 1, 2020 through _____ ("Class Period") and who provided dispatch and/or delivery driver services for Paolino; and (2) civil penalties for hourly employees who worked for Paolino, in California, during the PAGA Period of July 28, 2021 to _____ ("PAGA Period").

Based on Paolino's records, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.** The actual amount you might receive may change depending on a number of factors as identified below.

The above estimates are based on Paolino's records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If no amount is stated for your Individual PAGA Payment, then according to Paolino's records you were not an hourly employee who worked for Paolino, in California, during the PAGA Period. If you believe that you worked more Workweeks during the Class period or more Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement, and enter a judgment, which will require Defendants to make payments under the Settlement in exchange for Participating Class Members and PAGA Employees releasing claims against Defendants as stated herein in Section 3.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive the cash payment for the Individual Class Payment from this Settlement, you do not have to do anything. **Your estimated Individual Class Payment is estimated to be $_____. See the explanation below.** If you are a PAGA Employee you will also receive the Individual PAGA Payment. **Your estimated Individual PAGA Payment is estimated to be $_____. See the explanation below.**
Exclude Yourself from the Class Action Settlement **The Opt-out Deadline is _____**	If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Administrator the Opt-Out Notice (Exhibit 1). If you request exclusion, you will receive **no money from the Class Action portion of the Settlement.** However, if you are a PAGA Employee, you will still receive your PAGA Payment as you cannot opt-out of the proposed PAGA Settlement.
Participating Class Members Can Object to the Class Settlement **Written Objections Deadline is _____**	All Class Members who do not opt-out ("Participating Class Members") can object to the proposed Class Settlement. Directions are provided below.
You May Participate at the _____ Final Approval Hearing	You do not have to attend the Final Approval Hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Class Payment depends on how many workweeks you worked during the Class Period and the PAGA Payment depends on how many Pay Periods you worked at least one day during the PAGA Period. The workweeks and pay periods reported for you in this Notice derive from Paolino's data. If you disagree with either the number of workweeks reported for you during the Class period or the number of pay periods reported for you during the PAGA Period, you

	may challenge the workweeks and/or pay periods pursuant to the process detailed below.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Paolino employee. The Action accuses Defendants of violating California labor laws by failing to: pay overtime and double time wages based on the correct regular rate of pay, provide legally compliant meal periods, legally compliant rest periods, pay all wages due timely upon termination, provide accurate wage statements, reimburse business expenses, and for sick pay violations and the collection of due and unpaid wages. Plaintiff has also asserted a claim for restitution under California's Unfair Competition Law and for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA").

Plaintiff is represented by attorneys: The Myers Law Group, A.P.C. (referred to as "Class Counsel").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants further deny that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever. Amazon specifically denies that it employed or jointly employed the Plaintiff or any other employees of Paolino.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Scott Markus, Esq., in an effort to resolve *Talia Ovando v. Paolino Logistics LLC, et al.,* San Bernardino Superior Court, Case No. CIVSB2216425 (and the American Arbitration Association proceeding *Talia Ovando v. Paolino Logistics LLC, et al*., Case No. 01-24-0000-4982) via a settlement agreement rather than continuing the expensive and time-consuming process of litigation. The mediation negotiations were successful and resulted in the parties signing the Class Action and PAGA Action Settlement Agreement and Class Notice (the "Settlement Agreement" or "proposed Settlement Agreement" or "Agreement"). Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendants Will Pay $418,000 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses/cost, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than forty-five (45) calendar days after the Effective Date, as defined in the Settlement Agreement. .

Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $139,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $12,500.00 for their actual litigation expenses incurred. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000 as a Class Representative Award to Plaintiff Talia Ovando for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than her Individual Class Payment and any Individual PAGA Payment under this Settlement.

C. Up to $12,000.00 to the Administrator for services and costs for administering the Settlement.

D. Up to $20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members on a pro rata basis as detailed below.

Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to

withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. You should consult the California Controller's Unclaimed Property Fund instructions to determine how to retrieve your money should you not timely cash any check you receive as part of this proposed Settlement.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out via the attached form by the _____ Response Deadline. Excluded Class Members (i.e., those who opt-out of the Class Settlement) will not receive Individual Class Payments and will not be bound by the Settlement terms or claim releases therein.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement and who also qualify as a PAGA Employee will still receive the Individual PAGA Payment and are required to give up their right to assert PAGA claims against Defendants for the Released PAGA Claims detailed below.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void; and Defendants will not pay any money and Participating Class Members will not release the Released Class Claims.

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also process Class Member Challenges for the Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the Released Class Claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties for the Released Class Claims. The Released Parties means Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc.

The Participating Class Members will be bound by the following release that constitutes the Released Class Claims:

> Upon entry of final judgment, Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc., and the Released Parties, shall be entitled to a release of all claims alleged or that could have been alleged based on the facts asserted in the First Amended Complaint and Second Amended Complaint and notice submitted by Plaintiff to the LWDA, which occurred during the Class Period. All Class Members who do not validly opt out of the settlement shall release all Released Parties from claims for the duration of the Class Period. Participating Class Members will be bound by the release whether or not they negotiate a settlement check, Class Members who validly opt-out will not be bound by the release

PAGA Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Employees will be barred from asserting the Released PAGA Claims against Defendants, or the Released Parties, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who are not Participating Class Member (i.e. opt-out of the Class Settlement), cannot sue, continue to sue, or participate in any other PAGA claim against Defendants, or the Released Parties, for the Released PAGA Claims.

The PAGA Employees will be bound by the following release that constitutes the Released PAGA Claims:

> Upon the Effective Date and Defendants' fulfillment of its payment obligations as set forth herein, Plaintiff and PAGA Employees and the Labor Workforce Development Agency (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period) release and forever discharge, for the duration of the PAGA Period, all claims for civil penalties for Labor Code violations under PAGA as contained in Plaintiff's PAGA Notice to the LWDA and/or Second Amended Complaint, through the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments, for Participating Settlement Class Members by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's individual Workweeks.

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment, for the PAGA Employees, by (a) dividing the $5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report

the Individual PAGA Payments on IRS 1099 Forms.

Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Paolino's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter and any supporting documentation to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Court will review and resolve any workweek and/or pay period disputes not otherwise resolved by the Administrator and the Parties. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel during the period for Class Member and PAGA Employee challenges. Any unresolved challenges shall be filed with the Court, by Plaintiff, via a declaration from the Administrator with the posited challenge documents at the time the Motion for Final Approval is filed. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and all those individuals who qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment as applicable.

PAGA Employees Who Are Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opted out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you do not want to participate as a Settlement Class Member, you may "opt out," which will remove you from the Class Settlement and you will not receive an Individual Class Payment. That is, if the Court grants final approval of the settlement, you will not receive any money for the Individual Class Payment and you will not give up the right to sue Defendants or any of the Released Parties for the Released Class Claims. If you choose to opt out, you must timely send a written opt out request (attached as Exhibit 1) to the Settlement Administrator. Please note that opting out of the Class Settlement does not affect PAGA Employee status or the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before _____, the Final Approval Hearing date, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, reasonable, and adequate; and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting as a Class Counsel Fees Payment; Class Counsel Litigation Expenses Payment; Class Representative Service Award; and Administration Expenses Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website for a fee at: https://cap.sb-court.org/login.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may object. **The deadline for sending written objections to the Administrator is _____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "*Ovando v. Paolino Logistics LLC, et al*." and include your name, current address, telephone number, and approximate dates of employment for Paolino and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. If a Participating Class Member objects to the Settlement, the Participating Class Member will remain a member of the Class. Moreover, if the Court grants final approval of the Settlement, the Participating Class Member will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment notwithstanding the objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department S26 of the San Bernardino Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415 either in person or through video conferencing. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ___(specify entity)___'s website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://cap.sb-court.org/login) and entering the Case Number for the Action, Case No. CIVSB2216425 You can also personally review court documents in the Clerk's Office at the San Bernardino Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorney: David Myers, Jason Hatcher, Cassandra A. Castro, Andriana N. Bravo
Email Address: jhatcher@myerslawgroup.com
Name of Firm: The Myers Law Group, APC
Mailing Address: 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace an uncashed check as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address after receipt of this notice, you should immediately notify the Administrator, at the contact information in Section 9 above, in order to ensure you check is mailed to the correct address.

Exhibit 1

OPT OUT NOTICE

REQUEST FOR EXCLUSION FROM SETTLEMENT IN TALIA OVANDO V. PAOLINO LOGISTICS LLC, ET AL.

San Bernardino County Superior Court, Case No. CIVSB2216425

If you exclude yourself from the Class Action Settlement, you will receive NO money from the Class Action Settlement, and you will not be bound by its terms. You will however receive a pro-rata portion of the PAGA settlement.

Name:	
Street Address:	
City/State/Zip Code:	
Telephone Number:	
Last Four Digits of Social Security Number:	

I have read the Court Approved Notice of Class Action and PAGA Action Settlement and I wish to opt out of the class action settlement of the case *Ovando v. Paolino Logistics LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2216425

Dated: _____ _____
(Month, Day, Year) (Signature)

_____
(Typed or Printed Name)

Exhibit B

David P. Myers (SBN 206137)
dmyers@myerslawgroup.com
Jason Hatcher (SBN 285481)
jhatcher@myerslawgroup.com
Andriana N. Bravo (SBN 349191)
abravo@myerslawgroup.com
THE MYERS LAW GROUP, A.P.C.
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027
Facsimile: (888) 375-2102

Attorneys for Plaintiff Talia Ovando and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

TALIA OVANDO, on behalf of herself and all others similarly situated

PLAINTIFF,

v.

PAOLINO LOGISTICS LLC, a California Limited Liability Company; PAOLINO TRANSPORT LLC, a California Limited Liability Company; AMAZON LOGISTICS, INC., a Delaware Corporation; and DOES 1 through 100, inclusive

DEFENDANTS.

Case No.: CIVSB2216425

~~FIRST~~SECOND AMENDED CLASS ACTION AND PAGA COMPLAINT

1. **Failure to Pay All Overtime and Double Time Wages**
2. **Failure to Provide Meal Periods**
3. **Failure to Provide Rest Periods**
4. **Failure to Provide Accurate Wage Statements**
5. **Failure to Pay All Wages Due at Separation**
6. **Unfair Competition**
7. **Private Attorneys General Act**
8. **Violations of Labor Code Sections 2800 and 2802**
9. **Violations of Labor Code Section 246**
10. **Violation of Labor Code Section 229**

DEMAND FOR JURY

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I. INTRODUCTION

This is an action brought by Plaintiff Talia Ovando ("Plaintiff"), on behalf of herself and all others similarly situated, against Defendants Paolino Logistics LLC, a California Limited Liability Company; Paolino Transport LLC, a California Limited Liability Company; Amazon Logistics, Inc., a Delaware Corporation; and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively "Defendants") alleging, among other things violations of the California Labor Code and Business and Professions Code. Plaintiff seeks damages, attorneys' fees and costs of suit. Plaintiff is informed and believes, and on that basis alleges, as follows:

II. GENERAL ALLEGATIONS

1. This is a civil class action brought on behalf of Plaintiff and all other individuals who worked for Defendants in California as hourly, non-exempt employees of Defendants who provided dispatch and/or delivery driver services for Defendants at any time during the four years preceding the filing of this action, and continuing until class certification ("Class Period"), who Defendants failed to pay all overtime and double time at the correct regular rate of pay, failed to provide meal periods, failed to provide rest periods, failed to pay all wages due at separation, failure to provide accurate wage statements, failed to indemnify employees for necessary business expenses, failed to pay sick pay wages at the regular rate of pay, mandated arbitration of claims for unpaid wages, and for violating the California Unfair Competition Law.

2. Plaintiff seeks, among other things, all wages, restitutionary disgorgement, and statutory penalties. Plaintiff seeks to represent the following Class:

> All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC. ("the Class").

3. This civil action seeks recovery of unpaid wages, waiting time penalties, and statutory penalties for Defendants' violations of California Labor Code arises from wage and hour violations for, among other things, Labor Code ("Labor Code") §§200, *et seq.*, 203, 218,

226, 226.7, 229, 246, 510, 512, 1194, 1194.2, 2800, 2802 and the applicable Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Order(s)"). The Plaintiff for herself, and on behalf of the general public, and all others similarly situated, brings an action for monetary damages for failure to pay wages, declaratory relief and restitution for Defendants' violations of California Business and Professions Code ("B&PC") §17200, *et seq.*, including full restitution of all compensation retained by Defendants, as a result of its unlawful, fraudulent, and unfair business practices. Further, Plaintiff seeks injunctive relief under B&PC §17200, *et seq*.

4. The term "Plaintiff" refers to Talia Ovando, who is the named Plaintiff Class Representative.

5. Plaintiff seeks all available relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits retained by Defendants, in addition to injunctive relief, as a result of Defendants unlawful and unfair business practices. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the original filing of this action, up to and through the date class certification for this matter is ordered (hereinafter, the "Relevant Time Period").

III. JURISDICTION AND VENUE

6. Jurisdiction is proper in this Court because it is a civil action where the amount in controversy, exclusive of interests and costs, exceeds the jurisdictional minimum of the Court. The acts and omissions complained of in this action took place in the State of California, and all Defendants have subjected themselves to the State of California.

7. The California Superior Court has jurisdiction in this matter due to Defendants' violations of California Labor Code §§200, *et seq.*, 203, 218, 226, 226.7, 229, 246, 510, 512, 1194, 1194.2, 2800, 2802; B&PC §17200, *et seq.*; the applicable IWC Wage Order(s) and related common law principles.

8. The San Bernardino Superior Court is the proper venue for this action pursuant to CCP §395(a) and §395.5 as, at all relevant times, Defendants conducted business and engaged in acts and omissions which are subject matter of this Complaint in the County of San

Bernardino. Defendants maintain a business location in Ontario, California, and Plaintiff and the other class members transacted Defendants' business within the County of San Bernardino and throughout the State of California.

IV. PARTIES

9. Plaintiff Talia Ovando (hereinafter "Plaintiff") is now and/or at all times mentioned in this Complaint was a resident of the State of California and the County of San Bernardino. Plaintiff worked for Defendants as a non-exempt hourly employee providing dispatch and delivery driver services in the state of California. Plaintiff worked for Defendants as a dispatcher and as a delivery driver.

10. Plaintiff seeks for herself, and the entirety of the class, seek all unpaid minimum wages, overtime wages, and/or double time wages owed due to Defendants' policy and/or practice of not paying such wages at the correct regular rate of pay, pursuant to Labor Code §§510, 1194, 1194.2 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

11. Plaintiff seeks for herself, and the entirety of the class, all unpaid meal period premium pay for each day Defendants failed to provide a compliant meal period, pursuant to Labor Code §§512, 226.7 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

12. Plaintiff seeks for herself, and the entirety of the class, all unpaid rest period premium pay for each day Defendants failed to provide a compliant rest period, pursuant to Labor Code §§512, 226.7 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

13. Plaintiff seeks for herself, and the entirety of the class who no longer works for Defendants, all unpaid wages and waiting time penalties, pursuant to Labor Code §203.

14. Plaintiff seeks for herself, and the entirety of the class, for violations of Labor Code §226(a) in providing accurate and compliant wage statements, the greater of actual damages or penalties from Defendants pursuant to Labor Code §226(e).

15. Plaintiff seeks for herself, and the entirety of the class, all unpaid losses incurred for necessary business expenditures Defendants required them to incur in the direct consequence

of their duties or Defendants' directions, pursuant to Labor Code §§2800, *et seq.* and 2802.

16. Plaintiff seeks for herself, and the entirety of the class, all unpaid sick pay wages owed due to Defendants' policy and/or practice of not paying sick pay wages at the correct regular rate of pay, pursuant to Labor Code §246.

~~14.~~17. Plaintiff seeks for herself, and the entirety of the class, all applicable damages, penalties, and other forms of available relief due to Defendants' policy and/or practice of requiring arbitration of claims for unpaid wages, in violation of and pursuant to Labor Code §229.

~~15.~~18. Defendant PAOLINO LOGISTICS LLC ("PL LLC") is now and/or at all times mentioned in this Complaint a California limited liability company, licensed to do business and actually doing business in the State of California.

~~16.~~19. Defendant PL LLC is and has been an "employer" of Plaintiff and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

~~17.~~20. Defendant PAOLINO TRANSPORT LLC ("PT LLC") is now and/or at all times mentioned in this Complaint a California Limited Liability Company, licensed to do business and actually doing business in the State of California.

~~18.~~21. Defendant PT LLC is and has been an "employer" of Plaintiff and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

~~19.~~22. Defendant AMAZON LOGISTICS, INC. ("Amazon") is now and/or at all times mentioned in this Complaint a California corporation, licensed to do business and actually doing business in the State of California.

~~20.~~23. Defendant Amazon is and has been a "joint-employer" and/or liable "partner" of Plaintiff and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

~~21.~~24. Plaintiff does not know the true names and capacities of Defendants sued herein as "DOES 1-100, inclusive," and therefore sues these Defendants by such fictitious names.

Defendants, including each fictitiously named DOE Defendant, owned, controlled, or managed the business for which Plaintiff worked and/or who directly or indirectly exercised operational control over the wages, hours, and working conditions of Plaintiff and the Class members. Defendants, including DOES 1-100, held ownership, officer, director and/or executive positions with the remaining Defendants, and acted on behalf of the remaining Defendants, which included decision-making responsibility for, and establishment of, illegal wage and hour practices, payroll practices, and policies for Defendants which have damaged Plaintiff and the Class members. Therefore, Defendants and DOES 1-100, are "employers" as a matter of law and personally liable on the causes of action alleged herein. Plaintiff will seek leave of the court to amend this complaint to allege such names and capacities as soon as they are ascertained.

~~22.~~25. Plaintiff is informed and believe and thereon allege that all Defendants, including the fictitious DOE Defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, partners and/or joint ventures of all other Defendants. The actions of Defendants, their officers, managers, supervisors, agents, and other employees of Defendants against Plaintiff and all others similarly situated were ratified by Defendants.

~~23.~~26. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto Defendants were and are the agents of each other.

~~24.~~27. Plaintiff further alleges that all respective Defendants complained of herein are in some manner vicariously, statutorily or otherwise liable for the acts and/or omissions of the other Defendants likewise complained of herein, jointly and severally, whether by virtue of a statutory, officer, director, agency, managing agency, employment, joint employer, indirect employer, co-conspirator, aider or abettor, partnership, alter ego, association and/or joint venture relationship, affiliation or otherwise, each acting within the course and scope of such relationship(s) with actual and/or apparent authority to do so, directing, controlling, ratifying or

otherwise furthering the acts and/or omissions herein complained of.

~~25.~~28. At all relevant times alleged herein Plaintiff and the Class were employed by Defendants in State of California.

~~26.~~29. Defendants personally profited by keeping wages that were owed to Plaintiff and the Class under California's wage and hour laws, and Defendants obtained an unfair competitive advantage over law-abiding businesses by not paying Plaintiff and the Class according to the legal minimum standards.

~~27.~~ All allegations in this complaint, except as to the facts relating to Plaintiff that are based upon their knowledge, are based upon information and belief, and are likely to have evidentiary support after a reasonable opportunity for further investigation and/or discovery. Whenever allegations in this complaint are contrary or inconsistent, such allegations are made in the alternative.

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V. COMMON FACTUAL AND CLASS ALLEGATIONS

~~28.~~31. Plaintiff brings this lawsuit on behalf of herself and the proposed Class, which is made up of all California hourly non-exempt employees of Defendants for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants. Plaintiff and the Class members seek, without limitation, damages, unpaid wages, restitution, injunctive relief, declaratory relief, penalties, liquidated damages, interest, costs, and attorneys' fees to remedy Defendants' violations of wage and hour laws and unfair business practices in providing product delivery services.

~~29.~~32. Throughout the Class Period, Plaintiff and all class members were and are employees of Defendants, entitled to all of the protections afforded to employees under the Labor Code and applicable IWC Wage Orders.

~~30.~~33. Defendants' primary business is providing product delivery services for Amazon throughout the state of California.

34. Throughout the Class Period, Plaintiff and the Class worked as hourly non-exempt employees for Defendants.

~~31.~~ ///

~~32.~~35. Defendants' primary business is the provision of providing product delivery services for Amazon. This work is performed in part by Plaintiff and the Class members.

~~33.~~36. Throughout the period of four (4) years prior to the filing of this action through the date of class certification ("Class Period"), Plaintiff and all Class members were and are employees of Defendants, entitled to all of the protections afforded to employees under the Labor Code and applicable federal law.

~~34.~~37. During the relevant time period, Plaintiff and the Class members worked in excess of eight (8) hours in a workday and/or forty (40) hours during at least one (1) workweek.

~~35.~~38. During the relevant time period, Defendants had a policy, procedure, and/or practice of not paying Plaintiff and the Class members for all overtime and/or double time worked, or all hours worked over eight (8) hours in a workday and/or forty (40) hours in a workweek and/or over twelve (12) hours in a workday as applicable.

~~36.~~39. During the relevant time period, Defendants' policy, procedure, and/or practice of not paying Plaintiff and the Class for all overtime worked, or all hours worked over eight (8) hours in a workday and/or forty (40) hours in a workweek and/or over twelve (12) hours in a workday as applicable violated the California Labor Code.

~~37.~~40. Plaintiff and the Class were suffered and/or permitted to and worked without receiving all earned overtime and/or double time pay for all overtime and/or double time hours worked. Despite knowing that Plaintiff and the Class were working over eight (8) hours in a workday and/or forty (40) hours in a workweek, and/or over twelve (12) hours in a workday, Defendants refused to pay the full amount of all overtime and/or double time wages owed for all overtime and/or double time hours worked.

~~38.~~41. Defendants conduct, as alleged herein, was willful and has caused Plaintiff and the Class members damages including, but not limited to, loss of wages and compensation.

42. During the relevant time period, Defendants failed to pay Plaintiff and Class members the full amount of overtime and double time wages based on their correct regular rate of pay.

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~~39.~~ ///

~~40.~~43. During the relevant time period, Defendants failed to include all non-discretionary bonus payments, including but not limited to: "Amazon Non-Discretionary Bonus", "Bonus", in the regular rate of pay calculation for overtime and double time wages.

~~41.~~44. Throughout the Class Period, Defendants failed to authorize and provide meal periods compliant with the provisions of the California Labor Code and applicable Wage Order. Plaintiff and Class members were assigned to and required to work shifts lasting over five (5) hours and were not provided nor allowed to take a timely thirty (30) minute uninterrupted off-duty meal break prior to the fifth hour of work. Plaintiff and the Class members were at times worked in excess of ten (10) and/or twelve (12) hours, due to Defendants' assigned shifts and workload, without a second timely uninterrupted off-duty thirty (30) minute meal break at the direction of Defendants without exemption.

~~42.~~45. Throughout the Class Period, Defendants failed and continue to fail to pay for meal period violations at the correct regular rate of pay.

~~43.~~46. Throughout the Class Period, Defendants failed to authorize and provide paid rest periods compliant with the provisions of the California Labor Code and applicable Wage Order. Plaintiff and Class members were assigned to and required to work shifts lasting over four (4) hours and were not provided nor allowed to take a non-duty free paid ten-minute uninterrupted rest break during each four (4) hour work period, or major fraction thereof, at the direction of Defendants and/or with Defendants knowledge and acquiescence.

47. Throughout the Class Period, Defendants failed and continue to fail to pay for rest period violations at the correct regular rate of pay.

48. Throughout the Class Period, Defendants failed to pay accrued and used sick pay wages at the proper regular rate of pay. Plaintiff and Class members were rather paid sick pay wages at an improper rate of pay that did not include all additional remuneration in the calculation of the regular rate of pay, including but not limited to "Amazon Non-Discretionary Bonus" and "Bonus".

~~44.~~49. Throughout the Class Period, Defendants failed and continue to fail to pay sick

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pay wages at the correct regular rate of pay.

~~45.~~50. Defendants failed to pay Plaintiff and the Class all earned wages timely upon termination. This includes, but is not limited to, unpaid overtime and/or double time wages, and meal and/or rest period premiums at the regular rate of pay.

51. The wage statements provided by Defendants failed to provide accurate information as to the total hours worked as well as the corresponding hourly rate for all hours worked, the net wages earned, and the gross wages earned per pay period.

52. During the Class Period, Defendants required Plaintiff and the Class to bear expenses and/or costs in the furtherance of their job duties without reimbursement of expenses. Plaintiff and the Class thus incurred losses in direct consequence of the discharge of their duties as a result.

~~46.~~53. During the Class Period, and on information and belief, Defendants disseminated arbitration agreements to Plaintiff and the Class which included and provided for mandatory arbitration of claims for unpaid wages.

~~47.~~54. The underpayment of wages, Labor Code violations, and Wage Order violations upon Plaintiff and the Class are a consequence of Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiff and the Class.

~~48.~~55. Because of Defendants' unlawful conduct, Plaintiff and the Class have been and continue to be systematically deprived of their earned wages to which they are entitled by law and deprived of other benefits of the Labor Code and applicable IWC Wage Orders, to the detriment of herself and the public at large.

~~49.~~56. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated employees who all have been exposed to, have suffered, and/or were permitted to work under, Defendants' unlawful employment practices as alleged herein.

~~50.~~57. The non-payment of wages and Labor Code violations upon Plaintiff and the Class are a consequence of Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiff and the Class. ~~–~~Defendants

conduct as alleged herein was willful.

~~51.~~58. Because of Defendants' unlawful conduct, Plaintiff and the Class have been and continue to be systematically deprived of their earned wages to which they are entitled by law and deprived of other benefits of the Labor Code, to the detriment of themselves and the class at large.

CLASS DEFINITION AND CLASS ALLEGATIONS

~~52.~~59. Plaintiff brings this action on her own behalf and on behalf of all others similarly situated, pursuant to California Code of Civil Procedure §382, and as a member of the proposed Class defined as follows:

> All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants.
>
> **Sub-Class 1**
>
> All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and worked at least one shift lasting longer than 8 hours in a workday and/or over 40 hours in a workweek and/or over twelve (12) hours in a workday and received remuneration in addition to the base hourly rate of pay. ("Regular Rate" Sub-Class).
>
> **Sub-Class 2**
>
> All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and who worked at least one (1) day of more than six (6) hours. ("Meal Period" Sub-Class).
>
> **Sub-Class 3**
>
> All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and who worked at least one (1) day of more than six (6) hours. ("Meal Period" Sub-Class).

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Sub-Class 4

All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and worked at least one shift of 3.5 hours or more. ("Rest Period" Sub-Class).

Sub-Class 5

All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and who are members of Sub-Classes 1 or 2 or 3 or 4 and were provided a wage statement. ("Wage Statement" Sub-Class).

Sub-Class 6

All California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of three (3) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants, who no longer work for Defendants and who are members of Sub-Classes 1 or 2 or 3 or 4. ("Waiting Time Penalties" Class).

Sub-Class 7

All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants. ("Indemnification" Sub-Class).

Sub-Class 8

All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and was paid accrued sick pay and received additional remuneration in addition to the base hourly rate of pay. ("Sick Pay" Sub-Class).

Sub-Class 9

All current and former California hourly non-exempt employees of Defendants Paolino Logistics LLC and Paolino Transport LLC for the period of four (4) years prior to the filing of this action through the date of class certification who provided dispatch and/or delivery driver services for Defendants and who are members of Sub-Classes 1 or 2 or 3 or 4. ("Unpaid Wages Arbitration" Sub-

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Class).

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~~53.~~60. Further, this action is brought for the benefit of the public, who are entitled to restitution of those funds improperly withheld by Defendants.

~~54.~~61. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to alter, propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendants or otherwise.

~~55.~~62. This action has been brought and may be properly maintained as a class action pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

~~56.~~63. **Numerosity:** Plaintiff is informed and believes and on that basis alleges that the proposed Classes consist of over 50 people who are currently and formerly employed by Defendants in California as hourly non-exempt employees during the relevant time period. Members of the Class are so numerous that their individual joinder is impracticable. It is possible to ascertain the number of former and current employees who are members of the proposed class, but they are so numerous that joinder is impracticable. The proposed Class includes future employees (persons who are hired by defendant within the class period, but who are not now class members as current or former employees) whose joinder is currently impossible. The precise number of Class members and their addresses can be determined by Defendants' business records and will become known to Plaintiff through discovery. Class members may be notified of the pendency of this action by mail, e-mail, the internet, or published and posted notice.

~~57.~~64. **Typicality:** Plaintiff's claims are typical of the claims of members of the proposed classes. Defendants employed Plaintiff during the statutory period, and Plaintiff has been subjected to Defendants' unlawful employment practices, as alleged in this Complaint.

~~58.~~65. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect the interests of the classes. Plaintiff's interests do not conflict with Class members' interests, and Plaintiff has retained competent and experienced counsel. The interests of Class members will

be fairly and adequately protected by Plaintiff and her counsel.

~~59.~~66. **Common Questions of Law and Fact:** Common questions of law and fact exist as to all Class members and predominate over any questions affecting solely individual members of the proposed Class:

a. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class the full amount of overtime and/or double time wages, based on the regular rate of pay, for each hour in excess of eight (8) per day, or forty (40) per week, and/or over twelve (12) hours in a workday, in violation of the applicable Labor Code provisions including §§510 and 1194;

b. Whether Defendants improperly retained, appropriated, or deprived Plaintiff and the Class members of the use of monies or sums to which they were legally entitled;

c. Whether Defendants engaged in unfair business practices;

d. Whether Defendants were participants in the alleged unlawful conduct;

e. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff and the members of the Class meal periods in violation of IWC Wage Order No. 9-2001 and Labor Code §§ 226.7, 512 by failing to timely provide 30-minute uninterrupted off-duty meal periods or premium payment at the correct regular rate of pay in lieu thereof to Plaintiff and Class members;

f. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff and the members of the Class meal periods in violation of IWC Wage Order No. 9-2001 and Labor Code §§ 226.7, 512 by failing to timely provide the required number of 30-minute uninterrupted off-duty meal periods or premium payment at the correct regular rate of pay in lieu thereof to Plaintiff and Class members;

g. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff and the members of the Class legally compliant rest periods in violation of the applicable Wage Order and Labor Code §§226.7, 512 by failing to provide

legally compliant rest periods or premium payment at the correct regular rate of pay in lieu thereof to Plaintiff and Class members;

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h. Whether Defendants engaged in a pattern or practice of failing to indemnify Plaintiff and the members of the Class for necessary expenditures and losses incurred in the furtherance of their job duties in violation of the applicable Labor Code provisions including §§2802, 2802.1 and 2802;

i. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff and the members of the Class sick pay wages at the correct regular rate of pay in violation of Labor Code §246;

~~g.~~j. Whether Defendants' alleged arbitration agreements and actions to enforce the same sought mandatory arbitration of claims for unpaid wages in violation of Labor Code §229;

~~h.~~k. Whether Defendants engaged in unfair practice and violated California Business and Professions Code §17200 by failing to compensate Plaintiff and the members of the Class their full amount of overtime and/or sick pay wages;

~~i.~~l. Whether Defendants violated Labor Code §203 by failing to pay all wages due upon separation;

~~j.~~m. Whether Defendants failed to provide accurate wage statements to Plaintiff and the Members of the Class; and

~~k.~~n. The nature and extent of class-wide injury and measure of damages for the injury.

~~60.~~67. **Superiority and Substantial Benefit:** A class action is the superior method for the fair and efficient adjudication of this controversy. Defendants implemented illegal schemes that are generally applicable to the members of the proposed class and sub-classes. Damages suffered by each Class member may be relatively small given the burden and expense of individual prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs

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done to them on an individual basis. Even if Class members could afford such individual litigation, the court system could not. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

~~61.~~68. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. Plaintiff is informed and believes, and on that basis alleges, that the amount of money due each Class member as economic damages is ascertainable from Defendants' records or may readily be determined by other means.

~~62.~~69. The Classes should also be certified because:

a) The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants;

b) The prosecution of separate actions by individual Class members creates the risk of adjudication with respect to them, which would, as a practical matter, be dispositive of the interests of the other Class members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests; and

c) Defendants have acted or refused to act on grounds generally applicable to the Class, and/or general public, thereby making appropriate final and injunctive relief with respect to the Classes as a whole, appropriate.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME AND DOUBLE TIME WAGES

In Violation of Labor Code §§510, 1194, 1194.2 & Wage Order

(Against All Defendants)

~~63.~~70. Plaintiff realleges and incorporates by reference Paragraphs 1 through 62 above as though fully set forth herein.

~~64.~~71. Labor Code §510 mandates: "Eight hours of labor constitutes a day's work. Any

work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work." The California overtime requirement and wage requirement are non-waivable rights pursuant to LC §219.

~~65.~~72. The Wage Orders mandates that employers pay one and one-half times the employees' regular rate of pay for employees who work more than eight hours in a day or forty hours in a week and two times their regular rate of pay for any work in excess of twelve hours in one day.

~~66.~~73. Labor Code §1194(a) states: "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 attorney's fees, and costs of suit."

~~67.~~74. Pursuant to Labor Code §§218 and 1194(a), Plaintiff may bring a civil action for overtime and/or double time wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement ("DLSE") and may recover such wages, together with interest thereon, penalties, attorneys' fees and costs. Further, pursuant to Labor Code §1198, it is unlawful to employ person for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders. Wage Order 9, as amended, applies to Plaintiff.

~~68.~~75. However, Defendants have failed and refused to pay Plaintiff and the class members overtime and/or double time compensation for all overtime and double time hours worked in excess of eight (8) hours per day and forty (40) hours per week, or twelve (12) hours

per day, as required by LC §§510, 1194 and the applicable Wage Orders. Plaintiff is informed and believes and based thereon alleges that the obligations and responsibilities of the class employees are irrelevant because Plaintiff and all other similarly situated employees were subjected to Defendants' unlawful pay plans and its failure to pay overtime and/or double time based on the regular rate of pay for all overtime and/or double time hours worked by Plaintiff and the class members.

~~69.~~76. Defendants, and each of them, consistently administered a corporate policy which required Plaintiff and the Class members to work overtime and/or double time without proper premium overtime and/or double time pay at the correct regular rate of pay. Accordingly, Plaintiff and the Class members were and are entitled to overtime and/or double time compensation, under California law, at the appropriate regular rate of pay. Defendants have failed to properly include items of remuneration when determining Plaintiff's and the Class Members' regular rate, this includes but is not limited to the failure to include any "Amazon Non-Discretionary Bonus" and "Bonus", provided to Plaintiff and the Class members.

~~70.~~77. Plaintiff and the class members have been deprived of rightfully earned overtime and/or double time compensation as a direct and proximate result of Defendants' common policies, practices, and refusal to pay the full amount of compensation earned for all overtime and/or double time hours worked.

~~71.~~78. Plaintiff, and the class, are entitled to and seek the full amount of all earned unpaid overtime and/or double time pay based on the correct regular rate of pay, attorneys' fees and costs, and interest pursuant to LC §1194 in an amount to be determined at trial.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

Violation of Labor Code, §§226.7, 512, & Wage Order

(Against All Defendants)

~~72.~~79. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 62 of this Complaint.

~~73.~~80. Labor Code §226.7 requires an employer to pay one additional hour of

compensation, at the regular rate of pay, per day for each meal period the employer fails to provide pursuant to the Labor Code and/or applicable Wage Order. Plaintiff alleges that Defendants failed to provide legally compliant meal periods to Plaintiff and the Class members; in addition to impeding, discouraging, and/or dissuading employees from taking legally compliant meal periods. Employees are entitled to an uninterrupted off-duty meal period of at least thirty (30) minutes per five (5) hours work period. Plaintiff and the Class consistently worked over five (5) hour shifts without uninterrupted off-duty timely meal periods due to Defendants' policy of discouraging, dissuading and/or impeding Plaintiff and the Class from taking timely meal periods. Defendants further failed to obtain legally compliant meal period waivers for shifts lasting longer than 10 hours or on-duty meal period agreements. Pursuant to the Code, Plaintiff and the Class were/are entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment and a second meal period for hours worked over ten (10) in a day.

~~74.~~81. Pursuant to Labor Code §512 and the applicable Wage Order, employees are entitled to a meal period of at least thirty (30) minutes per five (5) hour work period. Plaintiff and the Class consistently worked over five (5) hour shifts without timely uninterrupted off-duty meal periods due to Defendants' policy of discouraging, dissuading and/or impeding Plaintiff and the Class members from taking meal periods, including but not limited to scheduling meal periods after the fifth hour of work, mandating drivers not leave trucks unattended during their lunches, and not providing second meal periods.

~~75.~~82. IWC Wage Order No. 9-2001 applies to Defendants and provides, in pertinent part, that if an employer fails to allow an employee to take meal periods in accordance with the applicable provisions of this Order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

83. During the relevant statutory time period, Defendants failed to authorize and permit timely, duty-free, uninterrupted meal breaks. Plaintiff and Class members were routinely

required to work longer than five hours without a meal break at the direction of Defendants and/or with Defendants' knowledge or acquiescence.

~~76.~~ ///

~~77.~~84. During the relevant statutory time period, Defendants failed to authorize and permit the requisite number of meal breaks. Plaintiff and Class members were routinely required to work longer than ten (10) hours without the requisite number of timely, duty-free, uninterrupted meal breaks at the direction of Defendants and/or with Defendants' knowledge or acquiescence without exemption.

~~78.~~85. By its actions in requiring employees to work longer than five hours without meal periods and/or failing to provide Plaintiff and the Class members the requisite number of meal periods for shifts lasting longer than ten hours without exemption, Defendants have violated California Labor Code §226.7 and §11 of IWC Wage Order No. 9-2001 and are liable to Plaintiff and the Class.

~~79.~~86. Defendants further failed to provide, impeded and/or discouraged Plaintiff and the other class members from taking timely and compliant meal breaks of not less than thirty (30) minutes as required by the Labor Code and IWC Wage Order No. 9-2001. During the Relevant time period Defendants failed to obtain legal waivers waiving the first or second meal period or providing for an on-duty meal period.

~~80.~~87. Pursuant to Labor Code §226.7, Plaintiff and the Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of pay per missed meal break per day, in a sum to be proven at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

Violation of Labor Code, §§226.7, & Wage Order.

~~81.~~88. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

~~82.~~89. Labor Code §226.7(b) provides that "An employer shall not require an employee

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to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

~~83.~~90. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

~~84.~~91. The Wage Orders provide that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

~~85.~~92. Labor Code §226.7(b) and Section 12 of the applicable Wage Order require an employer to pay one additional hour of compensation, at the regular rate of pay, per day for each rest period the employer failed to provide pursuant to the Labor Code and/or applicable Wage Order.

~~86.~~93. Plaintiff and the Class members worked over four (4) hours per shift and/or over six (6) hours per shift.

~~87.~~94. Plaintiff and the Class members were entitled to a non-captive, duty-free, paid rest period of not less than ten (10) minutes for every four hours worked or major fraction thereof, or premium pay remedy of one hours pay at the regular rate of pay for each day in lieu of the same.

~~88.~~95. During the relevant time period, Defendants failed to provide legally compliant non-duty free ten (10) minute paid rest periods to Plaintiff and the Class members and/or Defendants failed to provide the requisite premium pay remedy for non-compliant and/or missed rest periods.

96. As such, as a matter of Defendants' established company policy, Defendants

failed to authorize and permit all required paid rest periods established by Labor Code §§226.7 and 516 and Section 12 of the applicable Wage Order.

~~89.~~ ///

~~90.~~97. As a result of the unlawful acts of Defendants, Plaintiff and the Class members have been deprived of legally compliant paid rest breaks and are entitled to recover damages under Labor Code §226.7(b) and §12 of the applicable Wage Order in the amount of one additional hour of compensation at their regular rate of pay for each day a paid rest break was not provided.

~~91.~~98. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff and the Class Members seek recover of pre-judgment interest on all amounts recovered herein.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Violation of Labor Code §226

(Against All Defendants)

~~92.~~99. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

~~93.~~100. California Labor Code §226 provides:

> (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (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...

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~~94.~~101. Labor Code §226(e) provides that an employee is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation of §226 occurs and one hundred dollars ($100) for each subsequent pay period not to exceed an aggregate penalty of four thousand dollars ($4,000), as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely and accurate itemized statements to the employees.

~~95.~~102. At all material times, Defendants knowingly and intentionally failed to provide its non-exempt employees such as Plaintiff, and all others similarly situated, with wage statements reflecting the actual hours worked to the corresponding rates of pay, gross wages earned, net wages earned, the applicable hourly rates at the corresponding hours worked, and meal and/or rest period premium pay.

~~96.~~103. Plaintiff and the Class members suffered injury as a result of Defendants' knowing and intentional failure to provide accurate itemized wage statements as Plaintiff and the Class members were owed but not paid overtime and/or double time compensation for all overtime and/or double time hours worked, and premium payments for meal and/or rest periods which were not reflected on the wage statements. Plaintiff and the class suffered injury as a reasonable person could not promptly and easily determine from the wage statements alone the amount of gross wages earned, the net wages earned for the pay period, the applicable hourly rates at the corresponding hours worked, or meal and/or rest period premium payment amounts.

~~97.~~104. Plaintiff and the Class members suffered injury as a reasonable person could not promptly and easily determine from the wage statements alone the accurate amount of gross wages, applicable hourly rates at the corresponding hours worked, the net wages earned for the pay period and/or the number of meal and/or rest period premium payments on the wage statements.

~~98.~~105. Plaintiff and the Class members are entitled to damages of statutory penalties pursuant to Labor Code §226(e) for these violations, in an amount to be determined at trial.

~~99.~~106. Plaintiff and the Class members are entitled to and seek costs and

reasonable attorneys' fees pursuant to Labor Code §226(e).

~~100.~~ Plaintiff further seeks injunctive relief and reasonable attorneys' fees and costs pursuant to Labor Code §226(h).

~~///~~//

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AT SEPARATION

Violation of Labor Code §§201, 203

~~101.~~107. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

~~102.~~108. Plaintiff and the Class members whose employment ended with Defendants during the relevant time period were entitled to be promptly paid all earned and unpaid wages at the time of termination, as required pursuant to Labor Code §§201 and 202, *et seq*. Defendants refused and/or intentionally failed to promptly compensate Plaintiff and the other Class members all earned minimum wages, overtime wages, overtime wages at the correct regular rate of pay, and/or rest period premium pay at the time of separation. Based on this Plaintiff and the Class members seek and are entitled to damages in the form of statutory waiting time penalties pursuant to LC §203.

~~103.~~109. During the relevant time period, Plaintiff and all other similarly situated employees were employees of Defendants covered by Labor Code §203 whose employment ended with Defendants and were not paid all earned wages based on Defendants' failure to pay all overtime and/or double time wages at the correct regular rate of pay and failure to pay meal and/or rest period premiums at the regular rate of pay.

~~104.~~110. Accordingly, pursuant to Labor Code §203, Plaintiff and the Class members are entitled to waiting time penalties at an amount to be proven at trial.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

In Violation of Business and Professions Code §§17200 *et seq*.

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(Against all Defendants on Behalf of Plaintiff and the Class)

~~105.~~111. Plaintiff and the class re-allege and incorporate by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

~~106.~~112. Beginning on an exact date unknown to Plaintiff but believed to have occurred at least since four (4) years before the filing of this action, Defendants have engaged in a pattern and practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged herein.

~~107.~~113. Defendants, and each of them, are "persons" as defined by Business and Professions Code §17201.

~~108.~~114. Plaintiff seeks to enforce important rights affecting the public interest. Plaintiff sues on her own behalf and on behalf of the current, former, and future employees of the Defendants that were denied double time wages, overtime wages, required to work shifts without legally compliant meal and/or rest periods, sick pay wages, were presented and/or subject to alleged arbitration agreements mandating arbitration of claims for due and unpaid wages; and as parties harmed by Defendants unfair business practices.

~~109.~~115. Plaintiff and the Class have suffered injuries-in-fact and have lost money as a result of the Defendants' unfair competition alleged herein.

~~110.~~116. Defendants have previously or continue to engage in unlawful, unfair, and/or fraudulent business practices, as alleged in this Complaint, in violation of California's B&PC §17200 *et seq.* by:

a. Failing and refusing to pay the class, including Plaintiff, earned overtime and double time wages in violation of Labor Code §§510 and 1194 and applicable Wage Order;

b. Failing and refusing to provide the class, including Plaintiff, with meal breaks or premium payments at the regular rate of pay in lieu thereof in violation of Labor Code §§226.7, 512 and applicable Wage Order; and

c. Failing and refusing to provide the class, including Plaintiff, with rest

breaks or premium payments at the regular rate of pay in lieu thereof in violation of Labor Code §§226.7, 512 and applicable Wage Order

d. Failing and refusing to provide the class, including Plaintiff, with sick pay wages at the correct regular rate of pay in violation of Labor Code §246;

~~e.~~e. Attempting to mandate arbitration of actions seeking due and unpaid wages in violation of Labor Code §229;

~~111.~~117. All of these allegations constitute unfair business practices and/or unlawful business practices in violation of California B&PC §17200, *et seq.*

~~112.~~118. Defendants have avoided payment of overtime wages, double time wages and other benefits as required by the California Labor Code, the California Code of Regulations and applicable IWC Wage Orders. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, and others similarly situated, and the members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to the Class, including Plaintiff.

~~113.~~119. Plaintiff and the putative class seek full restitution of said monies, as necessary and according to proof, to restore any and all monies withheld and/or acquired by Defendants by means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff seeks, on behalf of all current and former employees of Defendants, restitution of monies retained by Defendants. Plaintiff further seeks, on behalf of herself and the putative class, the appointment of a receiver, as necessary, to establish the total restitutionary relief from Defendants. The restitution includes all wages withheld by Defendants as a result of the unfair, unlawful, and/or fraudulent business practices; including interest thereon. Absent a statutory provision specifically governing the type of claim at issue, the prejudgment interest rate is 10 percent. The acts complained of herein occurred, at least in part, within the last four (4) years preceding the filing of this action.

~~114.~~120. Plaintiffs is informed and believes and thereon alleges that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices

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prohibited by California B&PC §17200, thereby depriving their employees and the putative class, the minimum working condition, standards and conditions due to them under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiff further seeks an order requiring Defendants to identify by full name, telephone number, and last known address for all California non-exempt employees who worked or still work for Defendants from four (4) years preceding the filing of the original Complaint through the date of class certification. Plaintiff further seeks an order requiring Defendants to timely pay restitution to all current and former employees, including back wages, and interest.

~~115.~~121. By and through its unfair, unlawful, and/or fraudulent business practices and acts described herein, Defendants have obtained valuable services from Plaintiff and all persons similarly situated and has deprived Plaintiff and all persons similarly situated of valuable rights and benefits guaranteed by law, all to their detriment.

~~116.~~122. Plaintiff, and all persons similarly situated, and all persons in interest, are entitled to and do seek such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and Class members have been deprived by mean of the herein described unfair, unlawful, and/or fraudulent business practices.

~~117.~~123. Plaintiff, and all persons similarly situated, and all persons in interest, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful, and/or fraudulent, and declaratory relief of Defendants engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices.

~~118.~~124. Plaintiff and the Class request attorney's fees and costs pursuant to Code of Civil Procedure §1021.5 since this action is brought to vindicate important rights of a large class and the public.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Labor Code §§2699 *et seq.*

~~119.~~125. Plaintiff on behalf of herself and on behalf of all other aggrieved employees herein re-alleges and incorporates each and every one of the allegations contained in

the preceding paragraphs as if fully set forth herein.

~~120.~~126. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004, provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

~~121.~~127. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

~~122.~~128. Plaintiff and Defendants' non-exempt hourly employees who were employees of Paolino Logistics, LLC and Paolino Transport, LLC in the state of California and who provide/provided dispatch and/or delivery drivers services for Defendants Paolino Logistics, LLC and Paolino Transport, LLC in California are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

~~123.~~129. Plaintiff gave written notice electronically to the LWDA, and by certified mail to Defendants of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code §2699.3. More than 65 days has lapsed since notice to the LWDA and the LWDA has not responded to Plaintiff's notice. Accordingly, Plaintiff may commence a civil action to recover civil penalties for ~~himself~~ herself and other current and former employees under Labor Code §2699 pursuant to §2699.3.

~~124.~~130. Plaintiff asserts all of the claims in this Complaint against Defendants, individually and on behalf of the aggrieved employee class in her capacity as a private attorney general and seeks all applicable civil penalties available under the Labor Code for these alleged violations.

~~125.~~131. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of the aggrieved employees, requests and seeks to recover from the Defendants; unpaid overtime and double time wages at the regular rate of pay, meal period premiums, waiting time penalties, wage statement violations, unreimbursed business expenses, unpaid sick pay, and violations for collection of due and unpaid wages and penalties according to proof. Plaintiff is further entitled to attorneys' fees and costs pursuant to Labor Code §2699(g)(1), as well as all civil penalties, including, but not limited to:

1) Penalties under Code of Regulations, Title 8 §11090 in the amount of $50 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

2) Penalties under Labor Code §558, in addition to and entirely independent and apart from other penalties provided under the Labor Code, in the amount of $50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and $100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, with all wages recovered pursuant to Labor Code §558 provided to the affected employees;

3) Penalties under Labor Code §1197.1, in addition to and entirely independent and apart from other penalties provided in the Labor Code, as follows:

   i. For any initial violation that is intentionally committed, $100 for each underpaid employee for each pay period for which the employee is underpaid;

   ii. For each subsequent violation for the same specific offense, $200 for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed;

4) Penalties under Labor Code §§2800, *et seq*, 2802, in addition to and entirely

independent and apart from other penalties provided in the Labor Code, as follows:

i. For any initial violation that is intentionally committed, $100 for each employee for each pay period for which the employee incurred expenses without reimbursement;

ii. For each subsequent violation for the same specific offense, $200 for each employee for each pay period for which the employee incurred expenses without reimbursement;

~~4)~~5) Penalties under Labor Code §2699(f), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

~~126.~~132. Any and all additional civil penalties and sums as provided by the Labor Code and/or other statutes.

~~127.~~133. Plaintiff seeks and is entitled to have 75% of all penalties obtained be allocated to the LWDA and 25% to aggrieved employees.

Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(g)(1).

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134. //

EIGHTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE SECTIONS 2800 AND 2802

Labor Code §§ 2800 and 2802

135. Plaintiff and the class re-allege and incorporate by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

136. Labor Code § 2800 states that "[a]n employer shall in all cases indemnify his

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employee for losses caused by the employer's want of ordinary care."

137. Labor Code § 2802(a) states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer . . . ."

138. Labor Code § 2802(b) states that "[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss."

139. Labor Code § 2802(c) states that "[f]or purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

140. During the relevant time period, Plaintiff and Class Members incurred necessary business-related costs that were not fully reimbursed by Defendants.

141. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiff and Class Members for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's and Class Members' work and job duties.

142. As a direct result, Plaintiff and Class Members have suffered and continue to suffer losses, and therefore seek complete reimbursement and indemnification of necessary business expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

NINTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE SECTION 246

Labor Code § 246

143. Plaintiff and the class re-allege and incorporate by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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144. Labor Code §246 requires the employer to pay sick time pay to non-exempt employees at the regular rate of pay.

145. Defendants failed to pay Plaintiff and Class Members their entitled sick time wages. As a result, Defendants are liable to Plaintiff and Class Members for sick time wages, plus reasonable attorney's fees and costs of suit.

146. The exact amount of the applicable damages is an amount to be shown according to proof at trial, and are entitled to recover all damages, penalties and other remedies available for such violations.

TENTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE SECTION 229

Labor Code § 229

147. Plaintiff and the class re-allege and incorporate by reference and re-allege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

148. Labor Code § 229 states, "[a]ctions to enforce the provisions of this article for the collection of due and unpaid wages claimed by an individual may be maintained without regard to the existence of any private agreement to arbitrate. This section shall not apply to claims involving any dispute concerning the interpretation or application of any collective bargaining agreement containing such an arbitration agreement".

149. Plaintiff is informed and believes, and on that basis alleges that purported arbitration agreements between Defendants and the Class, respectively, provide that claims for wages or other compensation due are covered by arbitration.

150. Defendants are in violation of Labor Code § 229 by demanding the arbitration of claims for unpaid wages. Labor Code § 229 forbids Defendants from seeking to compel employees to arbitrate claims for unpaid wages.

151. Plaintiff and the Class have been damaged in a sum according to proof, and are entitled to recover all damages, penalties and other remedies available for such violations.

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~~IV.~~III. PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class members pray for judgment as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiff be appointed class representative;
3. An order that counsel for Plaintiff be appointed class counsel;
4. An order requiring Defendants to identify, by name, address and telephone number all current and former employees of Defendants, that are covered by the Class Definition, for the period of four (4) years prior to the filing of this action through the date of class certification;
5. For all unpaid wages due to Plaintiff and each Class member in amounts to be proven at trial;
6. For all unpaid overtime and double time wages due Plaintiff and each Class member pursuant to Labor Code §1194 and the Wage Order;
7. For restitution of all unpaid wages due Plaintiff and each Class member;
8. For all applicable statutory penalties, in amounts to be proven at trial;
9. For all applicable civil penalties, in amounts to be proven at trial;
10. For an award of waiting time penalties pursuant to section 203 of the California Labor Code, in amounts to be proven at trial;
11. For an award of statutory penalties pursuant to section 226(e) of the California Labor Code, in amounts to be proven at trial;
12. For general damages including compensatory damages according to proof;
13. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;
14. For all applicable interest on damages, wages, expenses, and penalties due;
15. For injunctive relief to prevent further violations of the California Labor Code;
16. For declaratory relief that Defendants engaged in unfair practices;
17. For declaratory relief that Defendants violated Labor Code §§201-203, 226, 226.7,

229, 246, 510, 512, 1194, 1194.2, 2800, 2802;

18. For restitution of all moneys due to Plaintiff and Class members, and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200;

19. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§ 226(f), 1194(a), 2699(g)(1), 2802, and Code of Civil Procedure §1021.5;

20. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant meal break was not provided, impeded, discouraged, and/or dissuaded pursuant to Labor Code §226.7 and the Wage Order; and

21. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant rest break was not provided, impeded, discouraged, and/or dissuaded pursuant to Labor Code §226.7 and the Wage Order;

22. On behalf of Plaintiff and all other aggrieved employees and the LWDA, for all civil penalties authorized by LC §2699, including but not limited to:

a) For civil penalties pursuant to LC §558 as follows:

i. For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

ii. For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

b) For civil penalties per Code of Regulations, Title 8 §11090 in the amount of $50 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

c) For civil penalties per Labor Code §1197.1, in the amount of:

i. $100 for each underpaid employee for each initial pay period for which

the employee was intentionally underpaid;

ii. $200 for each underpaid employee for each subsequent pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed; and

iii. Any and all wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to Labor Code §1197.1 to be paid to the affected employee;

d) For civil penalties per Labor Code §§2800, *et seq*, 2802, in the amount of $100 for each aggrieved employee per pay period for the initial violation, and $200 for each employee per pay period for each subsequent violation;

~~d)~~e) For civil penalties under LC §2699(f), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation, and;

23. For all such other and further relief that the Court may deem just and proper.

Dated: ~~April 24, 2023~~

THE MYERS LAW GROUP, A.P.C.

By: _____
David P. Myers
Jason Hatcher
Andriana N. Bravo
Attorneys for Plaintiff Talia Ovando and all others similarly situated.

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Exhibit C

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_____, 2026

VIA ONLINE FILING

Labor & Workforce Development Agency
Website: https://dir.govfa.net/422

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300 South Grand Avenue, Twenty-second Floor
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Re: Talia Ovando v. Paolino Logistics LLC, et al.
Case Number: LWDA-CM-898853-22

AMENDED NOTICE PURSUANT TO LABOR CODE SECTION 2699.3, *et seq.*; VIOLATIONS OF LABOR CODE SECTIONS 200, 201, 202 *et seq.*, 203, 226, 226.7, 510, 1194, 1194.2, and 2800, 2802, 246, 229 BY PAOLINO LOGISTICS LLC, PAOLINO TRANSPORT LLC, AMAZON LOGISTICS, INC.

To: California Labor and Workforce Development Agency; Paolino Logistics LLC; Paolino Transport LLC; Amazon Logistics, Inc.

From: Talia Ovando on behalf herself and all aggrieved employees (as defined below)

This Amended PAGA Notice to the August 1, 2022 PAGA Notice for Case Number: LWDA-CM-898853-22 is intended to comply with the requirements of California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code §§2698, *et seq.*, including section 2699.3 with respect to notice of violations of the Labor Code by Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. (collectively "Respondents").

Subsequent to the Labor & Workforce Development Agency ("LWDA") not proceeding against Respondents, following Talia Ovando's ("Claimant") notice to the LWDA on August 1, 2022 (assigned LWDA case no.: LWDA-CM-898853-22), Claimant has filed an amended complaint to add a PAGA cause of action on her behalf and all other "aggrieved employees" against Respondents, seeking civil penalties, costs, and attorney fees for the violations contained in the August 1, 2022 PAGA Notice.

This amended notice identifies additional violations of the Labor Code by Respondents not identified in Claimant's August 1, 2022 PAGA Notice, in compliance with Labor Code Section 2698, *et seq*., and unless the Labor & Workforce Development Agency proceeds against Respondents, Claimant, intends to amend her operative complaint to add these additional violations to her PAGA cause of action against Respondents, on her behalf and all other "aggrieved employees" seeking civil penalties, costs, and attorney fees for the violations contained herein.

Please note that this firm represents the interests of Talia Ovando and all other aggrieved employees who are/were non-exempt hourly employees of Respondents Paolino Logistics LLC and Paolino Transport LLC in the state of California who provide and/or who provided dispatch and/or delivery driver services for Respondents Paolino Logistics LLC and Paolino Transport LLC in California ("aggrieved employees").

Claimant alleges that all hourly non-exempt employees were subject to the same wage and hour policies, and accordingly seeks to represent all aggrieved employees at all of Respondents' hubs in California.

Claimant is informed and believes and thereon alleges that Respondents failed to properly compensate her and the aggrieved employees the proper amount of overtime and/or double time wages as a result of, but not limited to, failing to pay overtime and/or double time at the correct regular rate of pay as a result of not including all remuneration in the regular rate of pay calculation, including but not limited to: "Amazon Non-Discretionary Bonus" payments and "Bonus" payments. Claimant further alleges that Respondents fail to provide compliant meal periods and/or second meal periods without exemption. Claimant further alleges that Respondents fail to provide compliant rest periods. Claimant further contends that Respondents failed to provide accurate itemized wage statements that have caused injury to Claimant and the aggrieved employees. Claimant contends Respondent's failures outlined above have resulted in a failure to pay all wages due at the time of separation for former employees of Respondents. Furthermore, Claimant contends that Respondents failed to reimburse Claimant and the aggrieved employees for business

expenses, pay sick time wages, and violated Labor Code section 229.

Claimant alleges that Respondents violated Labor Code §§200, *et seq.*, 203, 218, 218.5, 226, 226.7, 510, 512, 1194, and 1194.2, 2800, 2802, 229, 246, in addition to claims under the Business and Professions Code §17200, *et seq.* Claimant further alleges that Respondents violated IWC Wage Order No. 9-2001 ("WO 9-01").

Claimant alleges that she and the other aggrieved employees regularly worked more than eight (8) hours in a day or forty (40) hours per workweek for Respondents without receiving all earned overtime and double time wages and are entitled to payment of these unpaid wages. Claimant further alleges that Respondents failed to pay the aggrieved employees at a rate no less one-and-one-half times their regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week, or at a rate of twice the regular rate of pay for work in excess of twelve hours in one day due to Respondents' failure to include non-discretionary bonuses in the regular rate of pay calculation, including but not limited to: "Amazon Non-Discretionary Bonus" and "Bonus". Pursuant to Labor Code §§510, 1194, 1194.2, and the WO 9-01, Claimant and the aggrieved employees are entitled to these unpaid wages and/or liquidated damages.

Claimant is informed, believes, and thereon alleges that Respondents failed to provide accurate wage statements to Claimant and the other aggrieved employees, including failing to provide information as to the hourly rate for all hours worked, the net wages earned, and/or the gross wages earned per pay period or meal and/or rest period premium payments in violation of Labor Code §226. Claimant and the aggrieved employees are entitled to the greater of statutory penalties or actual damages because of this pursuant to Labor Code §226(e).

Further, Claimant alleges that Respondents failed to provide compliant meal periods to Claimant and the aggrieved employees in violation of Labor Code §§512 and 226.7. The aggrieved employees are non-exempt hourly employees whose work schedules and required tasks did not contain or provide for timely, uninterrupted, duty-free thirty (30) minute meal periods prior to the fifth hour of work when shifts lasted longer than six hours. Further, Claimant alleges that Respondent failed to provide timely, and compliant, first and second meal periods when shifts lasted longer than ten hours without exemption. Moreover, Claimant is informed, believes and alleges that Respondent has and does not provide the aggrieved employees with one additional hour of premium pay at the regular rate of pay for each workday that Respondent failed to provide a complaint meal period. Claimant further alleges Respondents failed to provide meal period premium payments at the correct regular rate of pay.

Claimant is informed and believes and thereon alleges that Respondents failed to provide her and the aggrieved employees the requisite number of non-captive, off-duty paid rest periods in shifts of four (4) hours or greater, such that Respondents did not provide her and other aggrieved employees a non-captive, off duty ten (10) minute paid rest periods for every four (4) hours of work, or major fraction thereof, without exemption. Claimant further alleges that Respondents

failed to provide compliant paid, non-captive, ten (10) minute rest periods to her and the aggrieved employees in violation of Labor Code §§512 and 226.7 and WO 9-01. Respondents failed to provide timely non-captive, off duty, uninterrupted paid rest periods for every four (4) hours, or major fraction thereof, by failing to provide scheduled relief for Claimant and the aggrieved employees to take rest periods. Claimant and the aggrieved employees were not provided captive duty-free paid ten (10) minute rest periods for every four (4) hours worked or major fraction thereof. Respondents failed to provide rest period premium payments at the correct regular rate of pay.

Moreover, Claimant is informed, believes and alleges that Respondents violated Labor Code §§201 and 202, *et seq*. by failing to pay all earned wages for all hours worked, including but not limited to double time and overtime wages for time worked and/or meal and/or rest period premiums, timely in relation to the termination of aggrieved employees. As a result, each aggrieved employee, including Claimant, who is no longer employed with Respondents was not paid all earned wages at the time of separation and is entitled to waiting time penalties pursuant to Labor Code §203.

Claimant further alleges that Claimant and the aggrieved employees incurred necessary business-related costs that were not fully reimbursed by Respondents. Respondents failed to indemnify Claimant and the aggrieved employees for costs incurred in direct consequence of the discharge of their duties to Respondents, in violation of Labor Code §§2800, 2802.

Additionally, Claimant alleges that Respondents were required to pay sick time pay to Claimant and the aggrieved employees at the regular rate of pay. Claimant alleged Respondents failed to pay Claimant and the aggrieved employees their entitled sick time wages at the correct regular rate of pay due to Respondents' failure to include non-discretionary bonuses in the regular rate of pay calculation, including but not limited to: "Amazon Non-Discretionary Bonus" and "Bonus", and as a result, are liable to Claimant and the aggrieved employees for sick time wages, pursuant to Labor Code § 246.

Claimant is informed and believes, and on that basis alleges that purported arbitration agreements between Respondents and the aggrieved employees (including Claimant), respectively, provide that claims for wages or other compensation due are covered by arbitration. Claimant alleges Respondents are in violation of Labor Code § 229 by demanding the arbitration of claims for unpaid wages. Labor Code § 229 forbids Defendants from seeking to compel employees to arbitrate claims for unpaid wages.

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Please advise if the LWDA has any objection to our client amending her PAGA cause of action to seek any and all appropriate civil penalties for the underlying factual allegations and Labor Code violations, pursuant to Labor Code §2699, *et seq.*

THE MYERS LAW GROUP, A.P.C.

Attorneys for Claimant Talia Ovando and the aggrieved employees

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AMENDMENT TO SETTLEMENT AGREEMENT

In connection with the Settlement Agreement made and entered into as of February 11, 2026 ("Settlement Agreement"), between Plaintiff Talia Ovando ("Plaintiff"), on behalf of herself and those similarly situated, and Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. ("Defendants"), collectively referred to in this Amendment as the "Parties", the Parties, pursuant to their authority under Section 11.9 of the Settlement Agreement, agree in this Amendment to Settlement Agreement ("Amendment") as follows:

This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement Agreement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement Agreement will be interpreted and construed in favor of this Amendment.

This Amendment may be executed in one or more counterparts by facsimile, electronically, (e.g. DocuSign), or email which for purposes of this Amendment 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 counterparts will be admissible in evidence to prove the existence and contents of this Amendment.

- Paragraph 1.9 is hereby superseded and replaced by the following language:

> "Class Member" or "Settlement Class Member" means persons currently or formerly employed by Defendants Paolino Logistics LLC and Paolino Transport LLC as nonexempt, hourly-paid employees and who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC in the State of California during the Class Period.

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Amendment to Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and the Amendment to Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 05/11/26

PLAINTIFF TALIA OVANDO

Talia Ovando (May 11, 2026 10:49:19 PDT)

Talia Ovando

Dated: _____

DEFENDANT AMAZON LOGISTICS, INC.

By: _____

Authorized Representative

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AMENDMENT TO SETTLEMENT AGREEMENT

In connection with the Settlement Agreement made and entered into as of February 11, 2026 ("Settlement Agreement"), between Plaintiff Talia Ovando ("Plaintiff"), on behalf of herself and those similarly situated, and Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. ("Defendants"), collectively referred to in this Amendment as the "Parties", the Parties, pursuant to their authority under Section 11.9 of the Settlement Agreement, agree in this Amendment to Settlement Agreement ("Amendment") as follows:

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This Amendment may be executed in one or more counterparts by facsimile, electronically, (e.g. DocuSign), or email which for purposes of this Amendment 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 counterparts will be admissible in evidence to prove the existence and contents of this Amendment.

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IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Amendment to Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and the Amendment to Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: _____

PLAINTIFF TALIA OVANDO

_____
Talia Ovando

Dated: May 14, 2026

DEFENDANT AMAZON LOGISTICS, INC.

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Zane Brown
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By: _____
Authorized Representative

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Dated: 13-May-2026

DEFENDANT PAOLINO LOGISTICS LLC & PAOLINO TRANSPORT LLC

DocuSigned by:
Fujica Paolino
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By: Fujica Paolino
Authorized Representative

Approved as to form and content:

Dated: 05/11/26

THE MYERS LAW GROUP, A.P.C.

David Myers
Jason Hatcher
Cassandra A. Castro
Andriana Bravo
Attorneys for Plaintiff Talia Ovando

Dated: _____

MORGAN, LEWIS & BOCKIUS LLP

Brian D. Fahy
Eva M. Nofri
Attorneys for Defendant Amazon Logistics, Inc.

Dated: May 13, 2026

OGLETREE DEAKINS NASH SMOAK & STEWART, P.C.

Tim L. Johnson
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Attorneys for Defendants Paolino Logistics LLC and Paolino Transport LLC

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Dated: _____

DEFENDANT PAOLINO LOGISTICS LLC & PAOLINO TRANSPORT LLC

_____

By:_____

Authorized Representative

Approved as to form and content:

Dated: _____

THE MYERS LAW GROUP, A.P.C.

_____

David Myers
Jason Hatcher
Cassandra A. Castro
Andriana Bravo
Attorneys for Plaintiff Talia Ovando

Dated: May 11, 2026

MORGAN, LEWIS & BOCKIUS LLP

_____

Brian D. Fahy
Eva M. Nofri
Attorneys for Defendant Amazon Logistics, Inc.

Dated: _____

OGLETREE DEAKINS NASH SMOAK & STEWART, P.C.

_____

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Attorneys for Defendants Paolino Logistics LLC and Paolino Transport LLC