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individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

EMERALD PORSCHE JONES, individually and on behalf of all others similarly situated, Plaintiff, vs. WEST COAST CONVENIENCE, LLC; VINTNERS DISTRIBUTORS, INC; and DOES 1 through 20, inclusive, Defendants.	Case No. FCS058783 *Assigned for all purposes to* *Hon. Tim Kam* *Fairfield Room 2* **DECLARATION OF KRISTY R. CONNOLLY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

I, Kristy R. Connolly, declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a Senior Associate at Aegis Law Firm, PC ("Aegis") and the attorney of record for Plaintiff Emerald Porsche Jones ("Plaintiff"). The following facts are within my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I submit this Declaration in support of Plaintiff's Motion for Approval of Private Attorneys General Act Representative Action Settlement.

3. On August 11, 2022, Plaintiff's counsel sent a letter to the California Labor & Workforce Development Agency ("LWDA") via online submission and to Defendant West Coast Convenience, LLC, Vintners Distributors, Inc., ("Defendant") via certified mail regarding Defendants' alleged violations.

4. The LWDA did not respond to this notice within 65 days, indicating it did not intend to investigate, thus allowing Plaintiff to file the instant lawsuit pursuant to Labor Code Section 2699.3(a)(2)(A).

5. On August 11, 2022, Plaintiff filed her this action alleging individual and class claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay wages timely during employment; (8) failure to timely pay wages due upon separation of employment; and (9) violation of Business and Professions Code § 17200, et seq. for the preceding claims.

6. On October 24, 2022, Plaintiff filed her First Amended Complaint adding the PAGA claim.

7. Due to the presence of an arbitration agreement that Plaintiff allegedly signed containing a class action waiver, Plaintiff dismissed her individual and class claims without prejudice and proceeded on a PAGA-only basis.

8. The Parties then engaged in extensive formal discovery. Plaintiff served two sets of written discovery on Defendants, in which Defendants produced a significant amount of documents

and information, including Plaintiff's personnel file, policy documents, job descriptions, class members' contact information after the completion of the *Belaire-West* opt-out notice procedure, class members' timekeeping and payroll records, and information regarding Defendants' wage and hour practices. Plaintiff also responded to several discovery requests propounded on her, including information and documents in her possession in support of her claims.

9. After formal discovery and engaging in numerous discussions between the Parties' attorneys, the Parties agreed to attend a private mediation session. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each of the claims.

10. The parties attended mediation on April 29, 2025, with Gig Kyriacou, a respected class action and PAGA action mediator. After a full day of negotiating, the mediator made a mediator's proposal, which was eventually accepted by the Parties. The Parties spent the next few weeks negotiating the terms of the Settlement, which was finalized in June of 2025.

11. On August 26, 2025, Plaintiff provided a copy of the Settlement and this Motion to the LWDA.

12. The $1,300,000.00 Gross Settlement Amount is reasonable for a group of approximately 6,000 employees, which is equivalent to a penalty of about $216.67 per employee. This penalty is large enough to punish Defendants for alleged past violations and deter future violations. At the same time, the penalty amount is not so large as to be unjust, oppressive or confiscatory, considering the company's potential exposure explained below.

13. The Gross Settlement Amount is also reasonable in light of the facts of the Action and the inherent risks and uncertainties associated with PAGA claims

14. Plaintiff calculated the potential exposure at the initial violation rate of $100.00 per pay period as follows: 119,859 x $100.00 per pay period is $11,985,900, assuming Plaintiff can prove a violation in every pay period.

15. If the Court stacked different types of penalties in each pay period, Plaintiff calculated the exposure as follows:

a. 119,859 pay periods x 100% violation rate x $100 per pay period = $11,985,900 for rest break violations;

b. 119,859 pay periods x 11.6% violation rate x $100 per pay period = $13,903 for meal period violations;

c. 119,859 pay periods x 100% violation rate x $100 per pay period (for failure to pay wages for all time worked) = $11,985,900 for unpaid wages;

d. 119,859 pay periods x 100% violate rate x $100 per pay period x 100% violate rate= $11,985,900 for unreimbursed business expenses;

e. 119,859 pay periods x 100% violation rate x $100 per pay period x 100% violation rate =$11,985,900 for wage statement penalties; and

f. 4,049 former employees x $100 per employee = $404,900 for final wage waiting time violations.

16. Defendants raised a number of arguments during settlement negotiations and provided evidence that could have defeated Plaintiff's claims. For example, Plaintiff alleged that Defendants failed to provide duty-free rest breaks by requiring employees to remain on-premises, resulting in a 100% violation rate. Specifically, the Aggrieved Employees generally worked for Defendants at fuel retailers and convenience stores. As such, when an employee was working by himself, Plaintiff alleged that they were unable to leave the store unattended, resulting in an on-duty rest break. In response, Defendants provided several policy and training documents which instruct employees to take a duty-free rest break and when working alone, to close the store and put up a sign telling customers when the employee will return from their break. Additionally, Defendants argued that they conducted frequent audits of their stores to confirm that meal and rest breaks were being provided to employees. Accordingly, the claim would be highly dependent on employee testimony, which could render these claims unmanageable at trial.

17. Additionally, Plaintiff alleged that Defendants failed to pay for all time worked by requiring employees to respond to work-related communication during their breaks or while off-the-clock. Plaintiff alleged that the purpose of this practice was to avoid the use of phones in front

of customers, but as a result, employees were required to complete job duties on their own personal time. However, Plaintiff considered that Defendants maintained compliant written policies which provide that Defendants will pay for all time recorded and that there was no written policy of the company requiring off-the-clock responses to work-related communications. Further, this claim would be dependent on the Court's finding that Defendants knew or should have known that employees were working off the clock, which is difficult to satisfy on a state-wide basis.

18. Similarly, Plaintiff alleged Defendants failed to reimburse necessary business expenses by requiring employees to use their personal cell phones for work-related purposes, as mentioned above. However, Defendants argued that even if Plaintiff could show that she was required to use her personal cell phone for work, there was no source of common proof as to who incurred these expenses, whether those expenses were necessary in light of their job duties, and whether they sought reimbursement, making the claim difficult to prove at trial.

19. Plaintiff also considered the arguable presence of derivative waiting time and wage statement penalties, and weighed the potential recoveries against probable defenses. Specifically, Defendants could argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Additionally, Plaintiff considered the fact that Defendant could argue that Plaintiff could not show that Class Members suffered an "injury" because of the wage statement violations, as required by Labor Code section 226.

20. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court can reduce the PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." In other words, were this matter to go to trial, any award granted would be at the discretion of the Court. *See, e.g. Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum). In settling this case, Plaintiff recognizes that, although she believes there would be no persuasive grounds to reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA penalties, especially with such a

large employer. The wide range of potential recovery and the additional delays and risks of trial justified settling for a reasonable amount of recovery.

21. Aegis prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

22. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions.

23. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Bonello v. Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class certification granted on May 14, 2021 for all current and former couriers misclassified as independent contractors on issues of inaccurate wage statements, failure to reimburse business expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden,* United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC,* Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al,* San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al,* Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica,*

Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake,* Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.,* Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank,* Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al.* v. *Pizza Hut of Southeast Kansas, Inc. et al.,* Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare,* Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc*., Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al,* Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases,* Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers)*; Lunsford v Stater Bros*., Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo,* Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.,* Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.,* Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists).

24. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of California at Berkeley in 1997.

25. After graduation from law school in 2001, the same year in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and other employment related matters.

26. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented and obtained successful outcomes for his clients, including awards through arbitration and trial.

27. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

28. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018.

29. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

30. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has

represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

31. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018. Mr. Haque currently bills at a rate of $950.00 an hour.

32. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to the California Bar in December of 2011, and received her J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action appeals, class certification motions, and class settlements. She was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2018-2021. Ms. Campbell currently bills at a rate of $850.00 an hour.

33. I am a Senior Associate at Aegis Law Firm. I was admitted to the California Bar in December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law where I graduated cum laude. While in law school, I was a recipient of numerous honors, including Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the Orange County Superior Court. I received my B.A. from the University of California, Davis. Prior to joining Aegis Law Firm, I worked at a midsize civil defense firm. I have been with Aegis Law Firm since 2020,

where I have primarily represented plaintiffs in wage and hour class and representative actions. My experience includes successful work on class certification motions, summary judgment motions, and class settlements. I currently bill at a rate of $625.00 an hour.

34. In litigating this case, my office spent $22,555.32 in litigation costs, such as filing fees, expert fees, and mediation fees.

35. My firm spent over 275.8 hours working on this case, for a lodestar of at least $207,102.50 in fees. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	**Hours**	**Hourly Rate**	**Total**
Kashif Haque	85.1	$950.00	$80,845.00
Jessica Campbell	40.4	$800.00	$32,320.00
Kristy R. Connolly	64.9	$625.00	$40,562.50
Stuart Kluft	85.4	$625.00	$53,375.00
Total	275.80		$207,102.50

36. Aegis' hourly rates are comparable to those charged by other class action plaintiff's counsel and the firms defending class actions. The attorneys at Aegis dedicated significant resources to this case by dividing the tasks required according to skill level; the professional hours generated by each attorney are not unreasonable or duplicative.

37. During the pendency of this action, Aegis thoroughly investigated and researched the claims in controversy, their defenses, and the relevant body of law. Overall, Aegis performed extensive work and obtained a favorable result through time-consuming litigation, substantial discovery and analysis of the records, a full day of mediation, and negotiation of the Settlement. This time could have been spent on other potentially lucrative cases. Aegis also took Plaintiff's case on a pure contingency basis, with no guarantee of any payment.

38. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement agreement between the Parties, entitled the PAGA Settlement Agreement. **Exhibit A** attached thereto is the notice to be mailed to the aggrieved employees.

39. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff sent to the LWDA and Defendants on August 11, 2022.

40. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email my office received after submitting the proposed settlement and Motion for Approval to the LWDA.

41. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 26, 2025, in Irvine, California.

Kristy Connolly

Kristy R. Connolly

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Emerald Porsche Jones ("Plaintiff") and defendants West Coast Convenience, LLC and Vintners Distributors, Inc. (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Jones v. West Coast Convenience, LLC, et al.*, Case No. FCS058783 initiated on August 11, 2022, and pending in Superior Court of the State of California, County of Solano.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant West Coast Convenience, LLC ("WCC") as a non-exempt employee who worked for WCC in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Approval Order" means the Court's Order granting final approval of this Agreement.

1.8. "Court" means the Superior Court of California, County of Solano.

1.9. "Defendants" means West Coast Convenience, LLC and Vintners Distributors, Inc., the named defendants in the Action.

1.10. "Defense Counsel" means Richard Rybicki and Jacqueline Loveless of Rybicki & Associates, P.C.

1.11. "Effective Date" means the date the Court enters Judgment on its Approval Order.

1.12. "Gross Settlement Amount" means $1,300,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. Defendants will pay nothing more than the Gross Settlement Amount for any reason or purpose, subject only to Paragraph 8, below.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

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

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.18. "PAGA Counsel" means Samuel Wong, Kashif Haque, Jessica Campbell, and Kristy R. Connolly of Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for WCC for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from August 11, 2021 through June 30, 2025.

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

1.23. "PAGA Notice" means Plaintiff's August 11, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.25. "Plaintiff" means Emerald Porsche Jones, the named plaintiff in the Action.

1.26. "Released PAGA Claims" means the claims being released by Plaintiff and PAGA Counsel on behalf of the State of California and Aggrieved Employees as described in Paragraph 5 below.

1.27. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, members, owners, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Service Award" means the payment to Plaintiff for initiating the Action and providing services in support of the Action, if approved by the Court.

2. <u>RECITALS.</u>

2.1. On August 11, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and violation of Business and Professions Code §§ 17200, et seq. On October 24, 2022, Plaintiff filed a First Amended Complaint to add a cause of action against Defendants for Enforcement of Labor Code § 2698 et seq. (PAGA). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Due to the presence of an arbitration agreement, on November 16, 2022, the Court granted Plaintiff's request to dismiss her putative class claims without prejudice, and her individual claims were dismissed.

2.2. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.4. On April 29, 2025, the Parties participated in an all-day mediation presided over by Gig Kyriacou, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through formal and informal discovery, Plaintiff's personnel file, relevant wage and hour policies, and Aggrieved Employees' time and pay records.

2.6. The Parties and their respective counsel are aware of a notice submitted to the LWDA on February 25, 2025 as to WCC, but are not aware of any pending lawsuit.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $1,300,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $433,333.33 and PAGA Counsel Litigation Expenses Payment of not more than $35,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: A Service Award to Plaintiff in the amount of $2,500.00, in addition to any Individual PAGA Payment that Plaintiff is entitled to receive as an Aggrieved Employee. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $14,000.00 except for a showing of good cause and as approved by the Court. Any amount approved in excess of the $14,000 Administrator Expenses Payment will be paid from the Gross Settlement Amount. To the extent the Administration Expenses are less or the Court approves payment less than $14,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties will be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, as of April 29, 2025, Defendants estimate there are approximately 6,000 Aggrieved Employees who worked a total of 119,859 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 business days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross

Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 business days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiff, the Service Award, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the Service Award, PAGA Counsel Litigation Expenses Payment, and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. A notice letter explaining why the check is being sent, in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "Exhibit A," will be included in the mailing of each Individual PAGA Payment. 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

5.1. RELEASE BY PAGA COUNSEL: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period as stated in the Operative Complaint and PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT.

Plaintiff will prepare and file a motion for approval of this Settlement and all documents necessary for obtaining approval of this Settlement under Labor Code 2699, subd. (f)(2) and (i).

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. ESCALATOR CLAUSE. If the number of PAGA Pay Periods exceeds 119,859 by more than 10% (i.e., exceeds 131,845), the Gross Settlement Amount will increase pro rata per PAGA Pay Period in excess of 131,845, at a rate of $10.85 per additional PAGA Pay Period. As an alternative, Defendants may elect to shorten the release to stay within the 10% escalator clause.

9. 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 Operative 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 representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right 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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA 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.

10.4 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.

10.5 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA 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.

10.7 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.

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

10.9 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.

10.10 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.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 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.

10.13 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.

10.14 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:

Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Kristy Connolly
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendants:

RYBICKI & ASSOCIATES, P.C.
Richard C. Rybicki
Jacqueline K. Loveless
10 Executive Ct., Ste 204
Napa, CA 94558-6329
Phone: (707) 222-6361

e-service@rybickiassociates.com

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 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.

SIGNATURES TO FOLLOW

Agreed to by the Parties:

Date: 06/24/2025

PLAINTIFF EMERALD PORSCHE JONES

Emerald Jones (Jun 24, 2025 21:20 PDT)

Emerald Porsche Jones

Date: 6/25/2025

DEFENDANT WEST COAST CONVENIENCE, LLC

By: KRISH GOYAL

Date: 6/25/2025

DEFENDANT VINTNERS DISTRIBUTORS, INC.

By: KRISH GOYAL

EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *Jones v. West Coast Convenience, LLC, et al.*
Solano County Superior Court, Case No. FCS058783

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement of a lawsuit entitled *Jones v. West Coast Convenience, LLC, et al.*, Case No. FCS058783 ("Action"), filed in the Superior Court of California for the County of Solano ("Court").

The lawsuit was filed by Emerald Porsche Jones ("Plaintiff"), a former employee of West Coast Convenience, LLC and Vintners Distributors, Inc. ("Defendants"), on behalf of the State of California with respect to herself and other allegedly aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff alleged that Defendants violated the California Labor Code by failing to pay minimum wages and overtime wages; failing to provide meal periods and permit rest breaks; failing to reimburse business expenses; failing to provide accurate itemized wage statements; failing to pay wages timely during employment; and failing to pay all wages due upon separation of employment.

Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: all persons employed by Defendant West Coast Convenience, LLC in California as a non-exempt employee at any time from August 11, 2021 through June 30, 2025. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as an Aggrieved Employee. You will not be retaliated against by Defendants for cashing your check.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your Individual PAGA Payment is based on the total number of pay periods that you worked as an Aggrieved Employee during the period between August 11, 2021 through June 30, 2025 (the "PAGA Period"). The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you will be deemed to release Defendants and each of their former and present directors, officers, shareholders, members, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (the "Released Parties") from any and all claims for PAGA penalties arising during the PAGA Period that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 2

AEGIS LAW

AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

August 11, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for West Coast Convenience, LLC:
Kpish Goyal
41805 Albrae St 2nd Fl.
Fremont, CA 94538

Agent for Service of Process for Vintners Distributors, Inc.:
Naresh K Goyal
41805 Albrae St 2nd Fl.
Fremont, CA 94538

Re: *Emerald Porsche Jones v. West Coast Convenience, LLC, et al.*

Dear Labor and Workforce Development Agency; West Coast Convenience, LLC; and Vintners Distributors, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by West Coast Convenience, LLC and Vintners Distributors, Inc. (Collectively, "Respondents") and the facts and theories in support of said allegations. This firm represents Emerald Porsche Jones ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondents under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondents

The specific provisions of the Labor Code allegedly violated by Respondents and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondents

Claimant and other aggrieved employees worked for Respondents in California as non-exempt employees. Claimant was employed by Respondents in California within the past year.

During the past year, Respondents failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondents violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondents failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondents violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondents failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondents' policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. Respondents failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondents. As such, Respondents violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondents violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, 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 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. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

Respondents violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondents violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondents due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondents. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC

Jessica L. Campbell

Enclosure: Class Action Complaint

EXHIBIT 3

EXHIBIT 4