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8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF LOS ANGELES**
11

12 ROBERT F. ADAMS, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 LEDRA BRANDS, INC., a California
17 Corporation; VOLT MANAGEMENT CORP., a
18 Delaware Corporation; and DOES 1-100,
inclusive,

19 Defendants.
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CASE NO. 26STCV03427

Assigned for All Purposes to:
Hon. Peter A. Hernandez
Dept. 34

DECLARATION OF RAYMOND
WENDELL IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Date: June 17, 2026
Time: 9:30 a.m.
Dept.: 34
Reservation ID: 601574899823

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1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal PC, counsel of record for Plaintiff. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.
2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' Joint Stipulation of Class Action and PAGA Settlement and Release (the "Agreement"). Attached hereto as Exhibit 2 is a true and correct copy of the proposed class notice. Attached hereto as Exhibit 3 is a true and correct copy of Plaintiff's May 2, 2025 notice letter to the Labor & Workforce Development Agency ("LWDA") and proof of submission. Attached hereto as Exhibit 4 is a true and correct copy of proof of submission of the operative complaint to the LWDA. Attached hereto as Exhibit 5 is a true and correct copy of proof of submission of the proposed settlement to the LWDA.
3. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or classes.

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4. Defendant Ledra is an importer and manufacturer of luxury lighting products, and secured temporary employees from Defendant Volt. Plaintiff Adams was originally assigned to work at Ledra by Defendant Volt, a staffing agency, in or around February of 2024. Later, in August of 2024, he was hired directly by Ledra. He then worked at Ledra on a full-time basis until he was terminated in February 2025.

5. Plaintiff alleges Defendants engaged in a number of Labor Code violations. First, he alleges Defendants failed to pay all wages owed to employees, including overtime wages. Plaintiff also contends employees did not receive fully compliant rest breaks because they lost a few minutes of break time each shift while they traveled from their work station to the break room and back, allegedly resulting in rest breaks that lasted less than a net of 10 minutes. Plaintiff also contends that Defendants furnished inadequate itemized wage statements that did not list

employees' hours worked. Finally, he contends these violation resulted in derivative penalties for failure to timely pay all wages due upon separation of employment.

6. Based on these allegations, on May 2, 2025, Plaintiff submitted a letter to the Labor & Workforce Development Agency ("LWDA") as the required notice of PAGA violations, and further provided Defendants with the notice letter via certified mail. After receiving Plaintiff's PAGA notice letter, but before any complaint was filed, the Parties agreed to informally explore settlement and then entered into a tolling agreement to maintain the status quo while engaging in settlement negotiations. After several months of negotiations, including an informal exchange of information and correspondence addressing each side's contentions, the Parties reached a tentative agreement to resolve Plaintiff's claims on both a class-wise and PAGA basis. On February 2, 2026 Plaintiff subsequently filed his class action and PAGA representative complaint on behalf of himself and all current and former non-exempt employees who worked for Defendants during the Class Period.

INVESTIGATION

7. After Plaintiff submitted his PAGA notice letter and the Parties agreed to settlement discussions, they further agreed on and undertook an informal exchange of data and information to facilitate those negotiations. As a result, Defendants provided Plaintiff with extensive informal discovery, including Plaintiff's personnel, time, and payroll records, as well as anonymized time and payroll records for a representative sample of class members, wage statement exemplars, Defendant's employee handbooks, including Defendant's policies and procedures regarding the payment of wages, meal and rest breaks, timekeeping policies (including recording hours), expense reimbursement, and information regarding the number of putative Class Members who are current and former employees, the number of PAGA Members, the number of workweeks throughout the Class Period, and the number of pay periods throughout the PAGA Period. From this information, Plaintiff analyzed Defendant's potential liability for the claims asserted in this case as well as the potential exposure and damages.

8. Based on this informal discovery, Plaintiff contends the Class Members were not paid all minimum and overtime wages, not provided with legally compliant meal and rest periods,

1 did not receive reimbursement for certain business expenses, did not receive compliant wage
2 statements, and did not receive all wages due on separation of employment. In considering the
3 reasonableness of the proposed settlement, Plaintiff considered each of Defendant's
4 counterarguments, which sharply contested Plaintiff's claims. Plaintiff's Counsel weighed the
5 strength of Defendant's arguments, including the risk that Defendant's arbitration agreement and
6 class action waiver would be enforced, as well as risks of prevailing at class certification and on
7 the merits. Plaintiff's Counsel determined that the proposed settlement is in the best interests of
8 the Class. Although remaining confident in the strength of their claims, all these factors led
9 Plaintiff to discount the exposure analysis, discussed in detail below.

10 **TERMS OF THE PROPOSED SETTLEMENT**

11 9. The Parties have agreed (subject to the Court's approval) that this action be settled
12 for the non-reversionary amount of \$325,000.00 ("Gross Settlement Amount" or "GSA")
13 (Agreement, § 13, 42), with Ledra to pay \$310,000 of that amount and Volt to pay \$15,000
14 (which amount payable by Volt is allocated solely to alleged PAGA penalties). The GSA
15 includes: (a) attorney's fees of up to \$113,750 (35% of the GSA) to compensate Class Counsel
16 for work already performed and all work remaining to be performed (Agreement, § 43); (b) actual
17 litigation expenses as documented and not to exceed \$20,000.00 (Agreement, § 43); (c) an
18 Enhancement Award to Plaintiff not to exceed \$5,000.00 (Agreement, § 44); (d) Administration
19 Costs to Apex Settlement Administrators (the proposed settlement administrator) not to exceed
20 \$5,550 (Agreement, § 45); and (e) PAGA penalties of \$65,000, of which 65% (\$42,250) will go
21 to the LWDA and the remaining 35% (\$22,750.00) will go pro rata to the PAGA Members).
22 (Agreement, § 46). Defendants will pay all employer-side payroll taxes separate and apart from
23 the GSA. (Agreement, § 42.)

24 10. After all Court-approved deductions from the GSA, about \$120,700 ("Net
25 Settlement Amount" or "NSA") will be distributed to the estimated 150 Class Members, and I
26 estimate the average individual settlement amount at around \$805. Additionally, the 35% PAGA
27 Payment (\$22,750.00) will be distributed to the estimated 100 PAGA Members, and I estimate
28 the average PAGA payment at about \$227.50 per Aggrieved Employee. No portion of the GSA

1 will revert to Defendants. (Agreement, § 42.)

2 11. Subject to the terms and conditions of the Settlement, Apex will calculate and
3 issue Individual Class Payments to Participating Class Members by (a) dividing the Net
4 Settlement Amount by the total number of workweeks worked by all Participating Class Members
5 during the Class Period and (b) multiplying the result by each Participating Class Member's
6 workweeks. (Agreement, § 50(a).) Additionally, Apex will calculate and issue payments to the
7 PAGA Members based (a) dividing the amount of the PAGA Members' 35% share of PAGA
8 Penalties (\$22,750) by the total number of pay periods worked by all PAGA Members during the
9 PAGA Period and (b) multiplying the result by each Aggrieved Employee's pay periods.
10 (Agreement, § 50(b).)

11 12. Each Class Member's settlement share will be apportioned as follows: fifteen
12 percent (15%) wages and eighty-five (85%) percent to expense reimbursement, penalties and
13 interest. (Agreement, § 68.) Apex will issue Form W-2s for amounts deemed "wages" and Form
14 1099s for the portions allocated to expenses, penalties and interest. (Agreement, § 68.)

15 13. Settlement checks must be cashed or deposited within 180 days after the checks
16 are mailed to the Participating Class Members and PAGA Members. (Agreement, § 66.) In the
17 event a settlement check remains uncashed, the unclaimed funds will go to the State Controller's
18 Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved
19 Employee. (Agreement, § 66.) Because this lawsuit benefits Class Members/PAGA Members
20 who are releasing claims by participating in the lawsuit, the funds representing their settlement
21 payments should remain their property. By sending the uncashed funds to the Unclaimed Property
22 Fund, they can reclaim their property at a future date convenient to the Class Member. There will
23 be no unpaid residue or unclaimed or abandoned Class Member funds under California Code of
24 Civil Procedure section 384(a).

25 14. Within 20 days after entry of the Preliminary Approval Order, Defendants will
26 provide Apex with the Class Data, which Apex will maintain as private and confidential.
27 (Agreement, § 56.) Prior to mailing, Apex will search for updated addresses in the National
28 Change of Address Database. (Agreement, § 58.) Apex will use the NCOA and skip traces to

1 attempt to find current addresses for any Notice returned as undeliverable. If Apex is unable to
2 obtain a better address for a Class Member, the Notice will be deemed undeliverable.
3 (Agreement, § 59.) Within 10 days after receipt of the Class Data, Apex will mail a Notice to all
4 Class Members via regular First-Class mail. (Agreement, § 57.)

5 15. Class Members will have sixty days from the initial mailing of the Notice to
6 respond to the settlement by submitting a challenge to the number of weeks or pay periods
7 attributed to them, submitting an objection, or requesting exclusion. (Agreement, § 31.)

8 16. Class Members can object to the settlement in writing via mail or fax by
9 submitting a document with their name, the words “Notice of Objection” or “Formal Objection”
10 and a description of the arguments supporting their objection. Class Members are informed that
11 the Court will hear any objections from any Class Member who attends the Final Approval
12 Hearing. (Agreement, § 63.) Class Members can also submit a written request for exclusion from
13 the settlement by mailing or faxing a written request, including his or her name, address, and
14 phone number, and a statement demonstrating his or her intent to opt out of the settlement.
15 (Agreement, § 62.) The Notice also informs the Class Member/PAGA Members that they can
16 dispute the number of weeks/pay periods allotted to them to calculate their settlement payments
17 by contacting Apex before the Response Deadline and including any documentation supporting
18 the dispute. The Administrator shall then make a final determination as to that individual’s correct
19 number of work weeks/pay periods. (Agreement, §§ 60-61.)

20 17. Defendants shall fund the settlement within 30 days of the Effective Date, and
21 within 10 days of funding Apex will make all disbursements under the Agreement. (Agreement,
22 §§ 42, 65.)

23 18. Upon the Funding Date, Participating Class Member will release the Released
24 Ledra Parties from the Released Class Claims arising during the Class Period. PAGA Members
25 will release the Released Ledra Parties and the Released Volt Parties¹ from the Released PAGA
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27 ¹ “Released Volt Parties” means Volt, its past, present, and future owners, officers, directors,
28 shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents,
principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and

1 Claims arising during the PAGA Period, provided that as to the Released Volt Parties, the release
2 is limited to work performed at Ledra. Plaintiff separately provides an individual general release
3 and 1542 waiver.

4 19. Plaintiff and his counsel are convinced that the proposed settlement is in the Class
5 Members' best interests based on the negotiations and a detailed knowledge of the issues present
6 in this action. The length and risks of continued litigation and trial, Defendant's affirmative
7 defenses, the uncertainty of class certification, the difficulties of complex litigation, the lengthy
8 process of establishing specific damages, and possible delays and appeals, all were carefully
9 considered in arriving at the proposed settlement.

10 20. The Agreement provides for a service payment not to exceed \$5,000.00 to
11 Plaintiff. The requested service award is reasonable in light of the benefits Plaintiff conferred
12 upon the entire Class, resulting in a benefit to all Class Members and the State of California, the
13 time spent assisting counsel with the investigation and prosecution of these claims, commitment
14 to responding to discovery, and consenting to the proposed Agreement. Furthermore, by attaching
15 his name to a lawsuit, Plaintiff also took on the reputational risk that future employers would
16 learn of his participation in this case and unfairly associate them with costly litigation, costing
17 them future employment opportunities. This kind of reputational risk, borne only by Plaintiff
18 alone and no other Class Member, that an incentive award is meant to compensate. Furthermore,
19 in pursuing this action on behalf of the Class, Plaintiff risked a judgment for attorney's fees and
20 costs in the event this matter had been lost. For these reasons, at final approval, Plaintiff will
21 request an enhancement payment not to exceed \$5,000.

22 **The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the**
23 **Risks and Costs of Further Litigation**

24 21. The proposed settlement was reached as a result of arm's-length negotiations.
25 Though cordial and professional, the settlement negotiations were at all times adversarial and
26 non-collusive. Following submission of Plaintiff's PAGA letter, the Parties' counsel conducted
27 _____
28 their respective past, present, and future successors and predecessors in interest and assigns,
subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any.

1 extensive arm's length negotiations (based on an informal exchange of data, information, and
2 policies) on all terms memorialized in the Agreement.

3 22. The proposed settlement was only possible following significant analysis and
4 evaluation of Defendant's relevant policies and procedures, as well as the data that Defendants
5 produced for the Class. This permitted Plaintiff's counsel to engage in a comprehensive analysis
6 of liability and potential damages. The informal discovery conducted resulted in Plaintiff's central
7 theories of liability, which are based on the claims that Defendants failed to provide compliant
8 meal and rest periods, failed to pay all minimum and overtime wages, failed to provide accurate,
9 itemized wage statements and failed to pay all wages due on separation of employment. As
10 explained above, Defendants maintain the information and documents produced demonstrate they
11 would succeed at both class certification and on the merits.

12 23. Plaintiff believes this case is suitable for certification as there are company-wide
13 policies that violate California wage and hour law and uniformly affect the Class Members.
14 Defendants' counterarguments, however, raise uncertainties as to both class certification and
15 success on the merits. As the California Supreme Court emphasized in *Sav-On v. Superior Court*
16 (2004) 34 Cal.4th 319 (2004), class certification is always a matter of the trial court's sound
17 discretion, and decisions following *Sav-On* have reached different conclusions with respect to
18 certification of wage and hour claims. Beyond the difficulties posed by class certification,
19 Defendants further emphasized the class members signed valid and enforceable arbitration
20 agreements with enforceable class action waivers that would further make it difficult if not
21 impossible to proceed on a class basis. While remaining confident in the strengths of his claims,
22 all of these factors led Plaintiff to discount the claims.

23 24. Defendants provided Plaintiff with a sample of anonymized data from which
24 Plaintiff's Counsel extrapolated a damage analysis in preparation for settlement negotiations.
25 Defendants represented there is a total of approximately 150 Class Members who worked
26 approximately 21,520 workweeks, and approximately 3,000 PAGA pay periods, as of November
27 2025.

28 25. Plaintiff alleges Defendants engaged in a number of Labor Code violations. First,

1 he alleges Defendants failed to pay all wages owed to employees, including overtime wages. The
2 data sample Ledra provided demonstrates that Ledra failed to implement a compliant pay system
3 for time worked in excess of eight hours in one day or forty in one week, resulting in instances of
4 uncompensated work time. Even though the unpaid/underpaid amounts were not great, there is no
5 de minimis exception to the requirement to pay for all work time, *Troester v. Starbucks Corp.*
6 (2018) 5 Cal.5th 829, 847, and as noted by the Supreme Court in *Troester* even small amounts of
7 unpaid time can add up over time.

8 26. In response, Defendants argued their timekeeping and payroll policies are fully
9 compliant with California law, and that they captured and paid for all hours worked at the correct
10 hourly rates, including paying for overtime hours at the correct premium rate. Without
11 considering any of Defendant's defenses to certification or on the merits, Plaintiff estimated the
12 unpaid wage exposure at about **\$215,520** (21,520 work weeks * 1 hour underpaid OT per week *
13 \$10/hr OT premium).

14 27. Plaintiff next contends Defendant failed to provide legally compliant meal and rest
15 breaks. On the rest break claims, Plaintiff contends Defendant violated the rest break
16 requirements by failing to provide full ten-minute rest periods, and by prohibiting employees
17 from leaving the premises. For the meal break claims, Plaintiff's thorough review of the sample
18 time records ultimately revealed only a nominal number of potential violations, and accordingly
19 Plaintiff accorded little weight to this claim for purposes of evaluating the proposed settlement.
20 Similarly Plaintiff's investigation did not support his allegations that Defendants' required
21 employees to incur business expenses, particularly for use of personal cell phones, such that
22 Plaintiff also afforded his claims under Labor Code § 2802 only nominal value for settlement
23 purposes.

24 28. As to the rest breaks, Defendants deny those allegations and contend they made
25 compliant rest breaks available to class members at all relevant times, maintained lawful break
26 policies, and followed practices consistent with *Brinker*. Defendants also argued Plaintiff's rest
27 break claims are not susceptible to common proof, as the claims would require individualized
28 inquiry, including whether there was an unlawful companywide policy, whether employees had

1 the opportunity to take rest periods, whether they voluntarily chose to forego their rest periods,
2 and whether Defendant ever prevented them from taking rest periods. Accordingly, Defendants
3 contends these claims are vulnerable to a ruling that class treatment is not appropriate. Without
4 taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff
5 estimates about **\$2,520,000** in damages under on the rest period claims based on a 100% violation
6 rate (21,250 work weeks * 5 violations/week * \$20/hr).

7 29. Plaintiff also alleged Defendants' wage statements violated Labor Code § 226
8 because they did not list employees' hours worked. He further alleged that Defendant failed
9 timely pay all wages that were due and owing upon separation of employment. In addition to
10 emphasizing that should the primary claims for unpaid wages fail, Plaintiff's derivative claims for
11 waiting time penalties would also fail, Defendants further contend they would not be liable for
12 waiting time penalties because a "good faith dispute" exists over the payment of past wages. Cal.
13 Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.
14 Further, Defendants contends Plaintiff would have to prove a "willful" failure to pay Class
15 Members appropriate wages due upon separation of employment in order to prevail. Without
16 taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff
17 calculated Defendants' maximum exposure for wage statement penalties at **\$292,500** for about
18 3,000 pay periods with a violation within the limitations period (150 initial violations *
19 \$50/violation + 2,850 subsequent violations * \$100/violation), and waiting time penalties at
20 **\$240,000** for 50 terminated employees (50 employees * (240 hours * \$20/hr)).

21 30. As far as potential PAGA liability, the theoretical civil penalties likely are around
22 **\$2.2 million** should Plaintiff prevail on all claims and establish violations of the multiple Labor
23 Code sections at issue for each and every pay period. (Brouillette Decl., ¶ 51.) As with the class
24 claims, Plaintiff discounted the potential PAGA penalties based on Defendants' various defenses
25 on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to
26 decline to award penalties at all. Accordingly, the Parties allocated \$65,000 to PAGA penalties.
27 (Agreement, § II.46.) Plaintiff submits this amount is reasonable under the circumstances and in
28 line with comparable settlements in other wage and hour class actions in California.

1 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
2 and will be able to weigh in as necessary.

3 31. Thus, Plaintiff and his counsel discounted the value of the class claims consistent
4 with the risks discussed above, and carefully weighed the likelihood of the class receiving
5 substantially greater benefit if the litigation continued. Plaintiff and counsel concluded – in light
6 of these very real and substantial risks – settlement on the proposed terms and without prolonged
7 and costly litigation was in the best interests of the class. The overall \$325,000 recovery
8 represents a significant percentage of Defendant’s potential exposure, and given Defendant’s
9 multi-layered defenses and all other potential risks of continued litigation, a total recovery for the
10 class of \$325,000, which will result in average award of some \$805 per class member, plus
11 additional sums under PAGA, is a significant result well within the range of reasonableness
12 considering all potential outcomes, and it will provide direct monetary awards to all Class
13 Members without further delay.

14 **Provisional Class Certification Should be Granted**

15 32. First, the class is both sufficiently numerous, consisting of approximately 150
16 individuals, and ascertainable by reference to Defendant’s personnel and payroll records.

17 33. Plaintiff contends his claims are typical of the Class Members’ claims because
18 they arise from the same factual basis and are based on the same legal theories applicable to the
19 Class Members. He contends further that Defendants’ policies applied to all Class Members and
20 each Class Member is challenging the same policies and practices. Plaintiff has been and will
21 continue to be committed to vigorously prosecuting this case, and he has no conflicts of interest
22 with the Class.

23 34. Common questions of law and fact predominate – particularly for purposes of a
24 settlement class – as the Class Members all allegedly were subject to the same allegedly unlawful
25 policies and practices, including regarding payment of overtime wages, rest breaks, and wage
26 statements. Since the focus of the claims against Defendant concerns the legality of common
27 policies applied uniformly to the entire class, common issues predominate over individualized
28 inquiries concerning liability. For instance, whether Defendants payroll policies correctly tracked,

1 calculated and paid for overtime hours were a company-wide policy applied equally and
2 consistently to all class members, and this policy is either compliant with California law or it is
3 not. Regardless of that determination, it will decide liability for all class members one way or
4 another.

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

13 **Apex Should be Appointed as the Settlement Administrator**

14 36. The Parties agreed to use Apex Class Action, LLC as the Settlement Administrator
15 in this matter. (Agreement, § 54.) Apex is highly qualified and experienced as a settlement
16 administrator, committed to the security of data, carries insurance for the theft of money or data,
17 and has no relationship with any counsel or party.

18 **CROSNER LEGAL'S QUALIFICATIONS**

19 37. Brandon Brouillette is a graduate of Loyola Law School, Los Angeles, from which
20 he received a *juris doctorate* degree in 2009. Prior to attending law school, he attended the
21 University of Southern California, from which he received a *bachelors of science* in Business
22 Administration in 2006.

23 38. Mr. Brouillette has been a Partner at Crosner Legal since February 1, 2023. Prior
24 to joining Crosner Legal, he was a Senior Associate and Team Director of a Wage and Hour
25 Litigation Team at Capstone Law APC, which he originally joined as an associate attorney in
26 May 2016.

27 39. Since being admitted to the California State Bar in 2010, Mr. Brouillette's entire
28 legal career has been dedicated to protecting employee and consumer rights through the

1 prosecution of class action and representative actions filed on behalf of plaintiffs in class actions
2 and statewide representative actions. Throughout his career he has managed or co-managed more
3 than 100 class action and PAGA representative cases, from initial filing of the complaint through
4 final resolution.

5 40. In particular, Mr. Brouillette has served as class counsel in several certified class
6 action cases, including:

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

18 41. The following is a representative sample of settlements in wage and hour class
19 action and PAGA representative cases in which Mr. Brouillette was listed as an attorney of record
20 and either managed, or co-managed with attorneys at his firm and other co-counsel:

- 21 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
22 million global PAGA settlement on behalf of hourly employees statewide for alleged
23 Labor Code violations.)
- 24 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
25 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
26 for Labor Code violations.)
- 27 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone
28 (\$4.75 million class and PAGA settlement on behalf of class of non-hourly employees

for Labor Code violations.)

- h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly employees who worked at concert venues in California for alleged Labor Code violations)
- i. *Fiebelkorn v. AEG, et al.* Los Angeles Superior Court Case No. BC717337 (\$1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)
- j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)
- k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)
- o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations)
- p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)

- 1 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-
2 2021-00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of
3 hourly employees who worked at Defendant's McDonald's franchises in California for
4 alleged Labor Code violations).
- 5 r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No.
6 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of
7 hourly employees who worked at Defendant's McDonald's franchises in California for
8 alleged Labor Code violations).
- 9 s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No.
10 19STCV18977 (\$1.75M class and PAGA settlement on behalf of statewide group of
11 hourly employees who worked at Defendant's restaurants in California for alleged
12 Labor Code violations)
- 13 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
14 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly
15 employees for alleged Labor Code violations).

16 42. In addition, below are settlements in consumer class action cases in which Mr.
17 Brouillette was listed as an attorney of record and either managed, or co-managed with attorneys
18 at his firm:

- 19 u. *Lopez v. Seterus, et al.*, Los Angeles Superior Court Case No. BC484297 (\$3M
20 Class settlement on half of thousands of borrowers in California, Florida, and Texas
21 for UCL violations premised on improper late fee collections)
- 22 v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in
23 landmark case that established the 'McGill rule' precluding the waiver of public
24 injunctive relief in pre-dispute arbitration agreements, negotiated confidential
25 settlement on behalf of consumer who sued for damages and class injunctive relief
26 stemming from marketing of credit protector plan)

27 43. Finally, Mr. Brouillette has been selected by his peers as a Super Lawyers 'Rising
28 Star' every year since 2016 through 2022, which is a recognition that is provided to only 2.5% of

1 active lawyers practicing within the State of California.

2 44. I am a partner at Crosner Legal, and my practice focuses primarily on representing
3 employees in class and representative wage and hour actions. Prior to joining Crosner Legal, I
4 was a partner at the law firm of Dardarian, Ho, Kan & Lee in Oakland, California, where I spent
5 ten years representing plaintiffs in large employment, consumer, and disability class actions. I
6 have secured multimillion-dollar settlements on behalf of truck drivers, airline passengers, and
7 people with mobility disabilities, and notable settlements include:

- 8 • *Ayala v. U.S. Xpress Ents., Inc.* (C.D. Cal.): \$4.69 million wage and hour settlement on
9 behalf of truck drivers reached after three days of a jury trial.
- 10 • *Reni v. REACH Air Medical* (Alameda Super.): \$15 million settlement on behalf of flight
11 nurses, flight paramedics, and pilots for overtime, off-the-clock time, and failure to
12 provide meal and rest periods.
- 13 • *Muehe v. City of Boston* (D. Mass.): Injunctive relief settlement on behalf of people with
14 mobility disabilities requires Boston to install compliant curb ramps at every intersection.
- 15 • *Bazerman v. American Airlines* (D. Mass.): Settlement on behalf of a class of airline
16 passengers resulted in over \$7 million in refunded checked bag fees.

17 45. From 2013 to 2014, I clerked for the Honorable Marilyn L. Huff in the Southern
18 District of California. I am a 2013 cum laude graduate of Harvard Law School, where I was an
19 editor of the Harvard Law Review and was recognized for excellence in research and writing.

20 46. Zach Crosner is a 2010 graduate of University San Diego School of Law and he
21 has approximately thirteen years of experience as a practicing attorney. For nearly his entire
22 career, his practice has focused on litigation of wage & hour, consumer, and privacy class
23 action and representative action claims. Following graduation he immediately began working
24 for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked
25 directly with past presidents of the consumer attorneys and recipients of trial attorneys of the
26 year awards. He also worked for other firms that included former CAALA and CLAY trial
27 attorney of the year recipients. While with these firms, he advocated for the rights of consumers
28 and employees in class action litigation, civil rights and employment litigation, catastrophic

1 injuries, insurance bad faith and appellate litigation.

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

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

24 49. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
25 action settlements while serving as lead class counsel in recent years, including but not limited to
26 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
27 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
28 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252

(Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct.); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case

1 No. 21STCV31479 (Los Angeles Cty. Super. Ct.); a \$1.19 million dollar wage and hour class
2 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
3 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in
4 *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super
5 Ct.); a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case
6 No. 23CV025345 (Alameda Cty. Superior Ct); a \$1.2 million PAGA-only settlement in 2025 in
7 *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San Bernardino Cty. Super.
8 Ct.); a \$3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport*
9 *Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50
10 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case
11 No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a \$5,600,000 wage and hour
12 class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-
13 0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000 wage and hour class action settlement in
14 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a
15 \$1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands*
16 Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); and a \$2,038,000 PAGA settlement
17 in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty.
18 Super. Ct.).

19 50. For the foregoing reasons, it is respectfully requested that the Court approve the
20 settlement.

21
22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on April 22, 2026, at San Pablo, California.

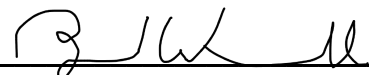
24
25 
26 Raymond Wendell

EXHIBIT 1

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7 Attorneys for Plaintiff ROBERT F. ADAMS
individually and on behalf of all others similarly situated

8 *[Additional attorney information on following page]*
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**
12

13 ROBERT F. ADAMS, individually and on
behalf of all others similarly situated,

14 Plaintiff,
15

16 vs.

17 LEDRA BRANDS, INC., a California
Corporation; VOLT MANAGEMENT CORP.,
18 a Delaware Corporation; and DOES 1-100,
inclusive,
19

20 Defendants.
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Case No.: 26STCV03427

**JOINT STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND RELEASE**

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1 **JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT**
2 **SETTLEMENT AND RELEASE**

3 This Class Action and Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
4 “PAGA”) Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between
5 Plaintiff ROBERT F. ADAMS (“Plaintiff”), as an individual and on behalf of all others similarly
6 situated and aggrieved, as well as the State of California, and Defendants LEDRA BRANDS, INC. and
7 VOLT MANAGEMENT CORP. (collectively, “Defendants”). The Agreement refers to Plaintiff and
8 Defendants collectively as “Parties,” or individually as “Party.”

9 **I. DEFINITIONS**

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

12 1. The “Action” means *Robert F. Adams v. Ledra Brands, Inc. et al.*, Case No.
13 26STCV03427 (Los Angeles County Superior Court).

14 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
15 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
16 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
17 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
18 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
19 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
20 Class Counsel will request attorneys’ fees not in excess of thirty-five percent (35%) of the Gross
21 Settlement Amount, or One Hundred Thirteen Thousand, Seven Hundred Fifty Dollars and Zero Cents
22 (\$113,750.00). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement
23 of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to,
24 Twenty Thousand Dollars and Zero Cents (\$20,000.00), subject to the Court’s approval. Defendants
25 have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth
26 above.

27 3. “Class Counsel” means Crosner Legal P.C.

28 4. “Class List” means a complete list of all Class Members that Ledra will diligently and in

1 good faith compile from its records and provide to the Settlement Administrator within twenty (20)
2 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in
3 Microsoft Office Excel and will include each Class Member's full name; most recent mailing address;
4 Social Security number; the respective number of Workweeks that each Class Member worked during
5 the Class Period; the respective number of Pay Periods each PAGA Member worked during the PAGA
6 Period; and any other relevant information needed to calculate settlement payments.

7 5. "Class Member(s)" or "Settlement Class Member(s)" means all hourly/non-exempt
8 employees, including Plaintiff, who are or were employed by Ledra and/or who performed work for
9 Ledra in the State of California during the Class Period.

10 6. "Class Member Address Search" means the Administrator's investigation and search for
11 current Class Member mailing addresses using all reasonably available sources, methods and means
12 including, but not limited to, the National Change of Address database, skip traces, and direct contact by
13 the Administrator with Class Members.

14 7. "Class Period" means the period that is covered by the settlement, which is October 2,
15 2021 through February 15, 2026.

16 8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
17 in recognition of his effort and work in prosecuting the Action on behalf of Class Members and for the
18 release of those claims alleged in the Complaint, Released Class Claims, and Released PAGA Claims, as
19 defined below, as well as a Civil Code 1542 general release. Subject to the Court granting final approval
20 of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request
21 Court approval of a Class Representative Enhancement Payment of up to Five Thousand Dollars
22 (\$5,000), which Defendants will not oppose.

23 9. "Court" means the Los Angeles County Superior Court.

24 10. "Defendants" means Defendants Ledra Brands, Inc. and Volt Management Corp.,
25 together. "Ledra" means Defendant Ledra Brands, Inc. "Volt" means Defendant Volt Management
26 Corp.

27 11. "Effective Date" means the date by when both of the following have occurred: (a) the
28 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is

1 final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
2 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating
3 Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the
4 Judgement; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
5 Judgment and issues a remittitur.

6 12. "Final Approval" means the date on which the Court enters an order granting final
7 approval of the Settlement Agreement after the filing of an appropriate motion by Plaintiff and following
8 appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the
9 class and Settlement and to object to the Settlement.

10 13. "Gross Settlement Amount" means the maximum amount Defendants shall pay in
11 connection with this settlement. Subject to the terms of this Agreement, the maximum Gross Settlement
12 Amount Defendants shall be required to pay is Three Hundred Twenty-Five Thousand Dollars
13 (\$325,000.00), to be paid by Defendants in full satisfaction of all Released Class Claims and Released
14 PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class
15 Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration
16 Costs. In no event will Defendants be liable for more than the Gross Settlement Amount except as
17 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
18 Defendants and no claims process for Class Members to receive payment. Defendants will be separately
19 responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and
20 SDI contributions, which shall not be paid from the Gross Settlement Amount.

21 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
22 Member's respective shares of the Net Settlement Fund and PAGA Fund as provided by this Settlement
23 Agreement.

24 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
25 after deducting the Court-approved amounts for the Attorneys' Fees and Costs, the Class Representative
26 Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net
27 Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the
28 Net Settlement Fund to Defendants.

1 16. “Notice of Objection” means a Class Member’s valid and timely written objection to the
2 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full
3 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
4 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
5 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
6 at the final fairness hearing.

7 17. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
8 attached as Exhibit A.

9 18. “PAGA Members” means all hourly/non-exempt employees, including Plaintiff, who
10 are or were employed by Ledra and/or who performed work for Ledra in the State of California during
11 the PAGA Period.

12 19. “PAGA Period” means the period from May 2, 2024 through February 15, 2026 or the
13 date the Court grants preliminary approval, whichever is sooner.

14 20. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
15 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
16 Plaintiff’s claim under PAGA (“PAGA Settlement”). The Parties have agreed that Sixty-Five Thousand
17 Dollars (\$65,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant
18 to PAGA, Sixty-Five Percent (65%), or Forty-Two Thousand, Two Hundred Fifty Dollars (\$42,250), of
19 the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
20 Agency (“Labor and Workforce Development Agency Payment”), and Thirty-Five Percent (35%), or
21 Twenty-Two Thousand, Seven Hundred Fifty Dollars (\$22,750) (“PAGA Fund”), of the PAGA
22 Settlement will be disbursed to PAGA Members, regardless of whether they request to be excluded from
23 the Settlement Class. One hundred percent (100%) of the PAGA Payment is in settlement of claims for
24 penalties, and therefore shall not be subject to wage withholdings, and shall therefore be reported on IRS
25 Form 1099.

26 21. “Parties” means Plaintiff and Defendants collectively.

27 22. “Participating Class Members” means all Class Members who do not submit timely and
28 valid Requests for Exclusion.

1 23. “Pay Periods” means the number of days of employment for each PAGA Member
2 during the PAGA Period, subtracting days on leave of absence (if any), dividing by fourteen (14), and
3 rounding up to the nearest whole number. All PAGA Members will be credited with at least one Pay
4 Period during the PAGA Period.

5 24. “Plaintiff” means Plaintiff Robert F. Adams.

6 25. “Preliminary Approval” means the date on which the Court enters an order granting
7 preliminary approval of the Settlement Agreement.

8 26. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
9 action that were alleged, or reasonably could have been alleged, arising from, or related to, the same set
10 of operative facts as those set forth in the Complaint or Plaintiff’s LWDA letter during the Class Period,
11 including but not limited to: (a) all claims for unpaid minimum wages and liquidated damages; (b) all
12 claims for unpaid overtime; (c) all claims for meal and rest break violations; (d) all claims for the failure
13 to reimburse for necessary business expenses; (e) all claims for the failure to timely pay wages upon
14 termination; (f) all claims for wage statement violations; and (g) all claims asserted through California
15 Business & Professions Code §§ 17200, *et seq.* For avoidance of doubt, Released Class Claims include,
16 but are not limited to, claims under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 222,
17 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1193.6,
18 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2100-2112, 2699, 2699.3, 2699.5, 2802, 2804, and
19 2810.3; California Business and Professions Code §§ 17200 *et seq.*; California Code of Civil Procedure
20 §§ 382, 395.5, and 1021.5; and all applicable Industrial Welfare Commission Wage Order provisions,
21 including but not limited to sections 3, 7, 9(b), 11, 12, and 20 thereof.

22 27. “Released PAGA Claims” means all claims for civil penalties under California Labor
23 Code §§ 2698, *et seq.*, that were brought or could have been brought based on the facts alleged in
24 Plaintiff’s LWDA letter or Complaint during the PAGA Period, and/or as were alleged in the
25 Complaint.. For avoidance of doubt, Released PAGA Claims include, but are not limited to, claims
26 under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 225.5, 226, 226.3,
27 226.6, 226.7, 256, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1,
28 1198, 1199, 2100, 2100-2112, 2699, 2699.3, 2699.5, 2802, 2804, and 2810.3; California Business and

1 Professions Code §§ 17200 et seq.; California Code of Civil Procedure §§ 382, 395.5, and 1021.5; and
2 all applicable Industrial Welfare Commission Wage Order provisions, including but not limited to
3 sections 3, 7, 9(b), 11, 12, and 20 thereof. The release of the Released PAGA Claims shall be effective as
4 to all PAGA Members, regardless of whether a PAGA Member submitted a request for exclusion from
5 the Class. As to the Released Volt Parties, the release is limited to PAGA Members' work at Ledra.

6 28. "Released Ledra Parties" means Ledra, its past, present, and future owners, officers,
7 directors, shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents,
8 principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their
9 respective past, present, and future successors and predecessors in interest and assigns, subsidiaries,
10 corporations, divisions, affiliates, parents and attorneys, if any.

11 29. "Released Volt Parties" means Volt, its past, present, and future owners, officers,
12 directors, shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents,
13 principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their
14 respective past, present, and future successors and predecessors in interest and assigns, subsidiaries,
15 corporations, divisions, affiliates, parents and attorneys, if any.

16 30. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
17 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
18 name, address, telephone number and last four digits of the Social Security Number of the Class
19 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
20 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
21 and (e) be faxed or postmarked on or before the Response Deadline.

22 31. "Response Deadline" means the deadline by which Class Members must postmark or
23 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
24 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
25 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
26 Notice Packet by the Settlement Administrator, unless the sixtieth (60) calendar day falls on a Sunday or
27 State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
28 Postal Service is open.

32. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 150 Class Members, the Settlement Administration Costs are currently estimated to be \$5,550.

33. “Settlement Administrator” means Apex Class Action Administration, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period.

II. RECITALS

35. On May 2, 2025, Plaintiff submitted a notice letter to the LWDA, which was also delivered to Defendants, alleging that Defendants violated the California Labor Code and that Plaintiff intended to pursue civil penalties against them under PAGA.

36. Thereafter, the Parties met and conferred about the possibility of resolving Plaintiff’s claims before Plaintiff’s filing of a civil complaint. Effective July 14, 2025, Plaintiff and Ledra entered into a Tolling Agreement, with the purpose of tolling the statute of limitations for Plaintiff’s representative PAGA claims while the Parties explored a possible settlement.

37. On November 14, 2025, after several months of arms-length negotiation and informal discovery, the Parties reached a settlement in principle of Plaintiff’s class and representative claims. A

memorandum of understanding was executed as of January 15, 2026.

38. On February 2, 2026, Plaintiff filed his Complaint in the above-entitled Action. Plaintiff asserted claims that Defendants:

- (a) Failed to pay minimum wages for all hours worked;
- (b) Failed to pay overtime wages;
- (c) Failed to provide meal periods;
- (d) Failed to provide rest periods;
- (e) Failed to provide accurate wage statements and comply with recordkeeping requirements;
- (f) Failed to pay wages when due;
- (g) Failed to reimburse business expenses;
- (h) Required employees to enter into unlawful agreements;
- (i) Violated laws pertaining to warehouse quotas;
- (j) Violated California Business and Professions Code § 17200 *et seq.*; and
- (k) Violated the Private Attorneys General Act of 2004.

39. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendants that the claims in the Actions of Plaintiff, the Class, or the PAGA Members have merit or that Defendants bear any liability to Plaintiff, the Class, or the PAGA Members on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this settlement only. If for any reason the settlement does not become effective, Defendants reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action, including the class and PAGA claims on all grounds.

40. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof

1 necessary to establish liability for the claims asserted in the Action, both generally and in response to
2 Defendants' defenses thereto, and the difficulties in establishing damages, penalties, restitution and other
3 relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendants'
4 agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on
5 the foregoing, Plaintiff and Class Counsel have determined that the settlement set forth in this Settlement
6 Agreement is fair, adequate, and reasonable and is in the best interests of all Class Members.

7 41. Defendants have concluded that any further defense of the Actions would be protracted
8 and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources would be
9 devoted to the defense of the claims asserted by Plaintiff. Defendants also have taken into account the
10 risks of further litigation in reaching their decision to enter into this settlement. Even though Defendants
11 contend they are not liable for any of the claims alleged by Plaintiff in the Actions, Defendants have
12 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement
13 and to put to rest the claims alleged in the Action. Defendants have asserted and continue to assert that
14 the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution,
15 penalties or other payments. This Settlement Agreement is a compromise of disputed claims. Nothing
16 contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry
17 out this Settlement Agreement, shall be construed or used as an admission by or against Defendants as to
18 the merits or lack thereof of the claims asserted in the Action. Defendants contend they have complied
19 with all applicable state, federal, and local laws.

20 III. MONETARY TERMS

21 42. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of
22 the Gross Settlement Amount of Three Hundred Twenty-Five Thousand Dollars and no cents
23 (\$325,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator.
24 The Gross Settlement Amount will be funded as follows: (a) one check issued by Volt in the amount of
25 Fifteen Thousand Dollars and Zero Cents (\$15,000), designated exclusively toward the PAGA
26 Settlement Amount (as defined in Section I.20 above), and (b) one check issued by Ledra in the amount
27 of Three Hundred and Ten Thousand Dollars and Zero Cents (\$310,000). Defendants will pay the
28 employers' share of payroll taxes separately. The Gross Settlement Amount will be used for: (a)

Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. If no objection to the Settlement is made, then Defendants will deposit the Gross Settlement Amount and the employers' share of payroll taxes within thirty (30) calendar days after the Effective Date ("Funding Date"). If an objection to the Settlement is made but no appeal is filed, then Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within thirty (30) calendar days of the of the running of the appeal period. If an appeal is filed, then Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within thirty (30) calendar days of the date the Judgment is Final and no longer subject to appeal. All of the Gross Settlement Amount will be disbursed pursuant to this Settlement Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, then no portion of the Gross Settlement Amount shall be paid.

43. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Thirteen Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$113,750.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed \$20,000, both of which will be paid from the Gross Settlement Amount. If the Court approves Attorneys' Fees and Costs of less than this amount, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members and PAGA Members. Payroll tax withholding and deductions, if any, will not be taken from the Attorneys' Fees and Costs amount and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of Attorneys' Fees or Costs.

44. Class Representative Enhancement Payment. In recognition of his efforts and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any

1 application or motion for a Class Representative Enhancement Payment of Five Thousand Dollars
2 (\$5,000) for Plaintiff. The Class Representative Enhancement Payment will be paid from the Gross
3 Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment. Plaintiff will be
4 solely and legally responsible to pay any and all applicable taxes on the Class Representative
5 Enhancement Payment. Payroll tax withholding and deductions will not be taken from the Class
6 Representative Enhancement Payment and instead a Form 1099 will be issued to Plaintiff with respect to
7 the payment. Plaintiff will assume full responsibility and liability for the taxes, penalties, and/or any
8 interest arising as a result of payment of the Class Representative Enhancement Payment, and Plaintiff
9 shall be solely and legally responsible to pay all applicable taxes on the Class Representative
10 Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in
11 full force and effect even if the full amount of the Class Representative Enhancement Payment sought by
12 Plaintiff is not ultimately awarded by the Court. If the Court approves a Class Representative
13 Enhancement Payment of less than \$5,000, the remainder will be retained in the Net Settlement Fund for
14 distribution to Participating Class Members and PAGA Members.

15 45. Settlement Administration Costs. The Settlement Administrator will be paid for the
16 reasonable costs of administration of the Settlement and distribution of payments from the Gross
17 Settlement Amount, which is currently estimated to be \$5,550. These costs, which will be paid from the
18 Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
19 Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and
20 distributing the Gross Settlement Amount, and providing necessary reports and declarations. Prior to
21 Plaintiff's filing a motion for final approval of the Settlement, the Settlement Administrator shall provide
22 the Parties with a statement detailing the Settlement Administration Costs to date.

23 46. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
24 of Sixty-Five Thousand Dollars (\$65,000) from the Gross Settlement Amount will be designated for
25 satisfaction of Plaintiff's PAGA claims. Pursuant to PAGA, Sixty-Five Percent (65%), or Forty-Two
26 Thousand, Two Hundred Fifty Dollars (\$42,250), of the PAGA Settlement Amount will be paid to the
27 California Labor and Workforce Development Agency ("Labor and Workforce Development Agency
28 Payment"), and Thirty-Five Percent (35%), or Twenty-Two Thousand, Seven Hundred Fifty Dollars

1 (\$22,750) (“PAGA Fund”), of the PAGA Settlement will be paid to PAGA Members in proportion to
2 the number of Workweeks worked during the PAGA Period. If the Court approves a PAGA Settlement
3 Amount of less than \$65,000, the remainder will be retained in the Net Settlement Fund for distribution
4 to Participating Class Members. All PAGA Members will be sent their share of the PAGA Settlement
5 Amount and will be subject to the release of the Released PAGA Claims as set forth below, whether or
6 not they opt out of the settlement. One hundred percent (100%) of the PAGA Settlement Amount is in
7 settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS
8 Form 1099. PAGA Members shall be solely and legally responsible to pay all applicable taxes on
9 PAGA portion of their Individual Settlement Payments.

10 47. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
11 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
12 Attorney General of, and for, the State of California and the LWDA, no PAGA Member has the right to
13 exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will
14 receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to
15 object to the PAGA Settlement Amount.

16 48. Net Settlement Fund. The Net Settlement Fund is the portion of the Gross Settlement
17 Amount remaining after deducting the Court-approved amounts for the Attorneys’ Fees and Costs, the
18 Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement
19 Administration Costs. The Net Settlement Fund will be used to pay Individual Settlement Payments for
20 all Class Members. The entire Net Settlement Fund will be distributed to Participating Class Members.
21 No portion of the Net Settlement Fund will revert to or be retained by Defendants.

22 49. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
23 portion of the PAGA Fund will revert to or be retained by Defendants.

24 50. Individual Settlement Payment Calculations. Individual Settlement Payments will be
25 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
26 Workweeks a Class Member worked during the Class Period and PAGA Period. The Parties recognize
27 that the Individual Settlement Payments to be paid to the Participating Class Members are for wages,
28 interest, and penalties. Specific calculations of Individual Settlement Payments will be made as follows:

- 1 (a) Payments from the Net Settlement Fund. The Settlement Administrator will
2 calculate the total number of Workweeks worked by each Class Member
3 during the Class Period and the aggregate total number of Workweeks
4 worked by all Class Members during the Class Period. To determine each
5 Class Member's estimated "Individual Settlement Payment" from the Net
6 Settlement Fund, the Settlement Administrator will use the following
7 formula: The Net Settlement Fund will be divided by the aggregate total
8 number of Workweeks, resulting in the "Workweek Value." Each Class
9 Member's "Individual Settlement Payment" will be calculated by
10 multiplying each individual Class Member's total number of Workweeks by
11 the Workweek Value. The Individual Settlement Payment will be reduced
12 by any required deductions for each Participating Class Member as
13 specifically set forth herein, including employee-side tax withholdings or
14 deductions. The entire Net Settlement Fund will be disbursed to all Class
15 Members who do not submit timely and valid Requests for Exclusion. If
16 there are any valid and timely Requests for Exclusion, the Settlement
17 Administrator shall proportionately increase the Individual Settlement
18 Payment for each Participating Class Member according to the number of
19 Workweeks worked, so that the amount actually distributed to the
20 Settlement Class equals 100% of the Net Settlement Fund. The Settlement
21 Administrator's determination of the eligibility for and amount of each
22 Individual Settlement Payment shall be binding upon the Class Members
23 and the Parties, yet subject to review by Class Counsel, Defendants'
24 Counsel, and the Court. In the absence of fraud or gross negligence,
25 Defendants' records shall be presumed accurate.
- 26 (b) Payments from the PAGA Fund. The Settlement Administrator will
27 calculate the total number of Pay Periods worked by each PAGA Member
28 during the PAGA Period and the aggregate total number of Pay Periods

1 worked by all PAGA Members during the PAGA Period. To determine
2 each PAGA Member's estimated "Individual Settlement Payment," the
3 Settlement Administrator will use the following formula: The PAGA Fund
4 will be divided by the aggregate total number of Pay Periods, resulting in the
5 "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement
6 Payment" will be calculated by multiplying each individual PAGA
7 Member's total number of Pay Periods by the PAGA Pay Period Value. The
8 entire PAGA Fund will be disbursed to all PAGA Members. The Settlement
9 Administrator's determination of the eligibility for and amount of each
10 PAGA Member's Individual Settlement Payment shall be binding upon the
11 PAGA Member and the Parties (except for Volt), yet subject to review by
12 Class Counsel, Ledra's Counsel, and the Court. In the absence of fraud or
13 gross negligence, Ledra's records shall be presumed accurate.

14 51. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
15 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
16 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
17 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
18 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
19 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
20 or amounts to which any Class Members may be entitled under any benefit plans.

21 52. Escalator. Based on its records, Defendants represent that Class Members worked
22 approximately 21,520 Workweeks as of November 17, 2025. In the event the Workweeks worked by
23 Class Members during the Class Period increase by more than ten percent (10%), Ledra shall have the
24 option – without needing approval from Class Counsel or the Court – to either: (i) increase the Gross
25 Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks
26 worked by the Class Members above ten percent (for example, if the number of Workweeks increases
27 by 11%, the Gross Settlement Amount would increase by 1%) or (ii) shorten the release period to an
28 earlier date at which only the represented number of Workweeks plus 10% are covered by the Class

Period.

53. Ledra's Right to Rescind. Ledra will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more of Class Members opt out of the settlement. Ledra must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Ledra will be solely responsible for all Settlement Administration Costs incurred to the date of rescission. However, the Parties will have no further obligations under the settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement Agreement.

IV. SETTLEMENT ADMINISTRATION

54. Appointment of Settlement Administrator. After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Apex Class Action Administration as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) preparing, printing, and mailing the Notice Packet to all Class Members; (ii) conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; (iii) re-mailing Notice Packets that are returned to the Class Member's new address; (iv) setting up a toll-free telephone number to receive calls from Class Members; (v) receiving and reviewing for validly completed Requests for Exclusion; (vi) providing the Parties with weekly status reports about the delivery of Notice Packets and receipt of completed Requests for Exclusion; (vii) calculating Individual Settlement Payments; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) issuing the tax reports required under this Settlement; (x) keeping the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement; and (xi) otherwise administering the Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Settlement Payment, subject to the dollar limitations and calculations set forth in this Settlement Agreement. The Settlement

Administration Expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

55. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties also have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement Agreement.

56. Delivery of the Class List. Within twenty (20) calendar days after Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Settlement Administrator employees who need access to the Class List to effect and perform under this Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class List omitted class member identifying information and to provide a corrected or updated Class List as soon as reasonably feasible. If any or all of the Class List is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class List prior to when it must be submitted to the Settlement Administrator.

57. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

58. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly (i.e., no later than seven (7) business days after receipt of the undelivered Notice Packet) via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days from the date the Settlement Administrator re-mails the Notice Packet or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

59. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Ledra during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

If the procedures detailed in this Settlement Agreement are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Judgment.

60. **Disputed Information on Notice Packets.** Class Members will have an opportunity to

1 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
2 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
3 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
4 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
5 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
6 and will be decided within ten (10) business days after the Response Deadline. Any dispute as to this
7 allocation shall be resolved by the Settlement Administrator. If a Notice Packet is re-mailed less than
8 fifteen (15) days prior to the Response Deadline, the response date for disputes will be extended an
9 additional fifteen (15) days.

10 61. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
11 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
12 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
13 receiving the defective submission to advise the Class Member that his or her submission is defective
14 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
15 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
16 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
17 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

18 62. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
19 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
20 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
21 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
22 for Exclusion has been timely submitted. If a Notice Packet is re-mailed less than fifteen (15) days prior
23 to the Response Deadline, the response date for opt-outs will be extended an additional fifteen (15) days.
24 If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement
25 Administrator will have the right to demand additional proof of the Class Member's identity.

26 A Non-Participating Class Member will not participate in or be bound by the settlement and the
27 Judgment, except that a PAGA Member will still be paid their allocation of the PAGA Fund and will
28 remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Settlement Agreement, and nothing in this Settlement Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. Persons who submit a Request for Exclusion shall not be permitted to file objections to the settlement or appear at the Final Approval Hearing to voice any objections to the settlement.

(a) Report. Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administration will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all non-Participating Class Members.

63. Objection Procedures. To object to the Settlement Agreement, a Class Member may fax, email, or mail a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement. Class Members who do not submit written objections or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

64. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to

the Settlement, any re-mailings of the Notice Packet, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

65. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

66. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or PAGA Member will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Fund will be paid out to Participating Class Members or PAGA Members, whether or not they all cash their Individual Settlement Payment checks.

67. Certification of Completion. Upon completion of administration of the Settlement, and no later than ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties, which will include a final report on the disbursements of all funds from the Gross Settlement Amount.

68. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Fifteen Percent (15%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued (i.e., the "Wage Portion"); and (b) Eighty Five (85%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued (i.e., the "Non-Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and the Non-

Wage Portion shall not be subject to wage withholdings.

69. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities in a timely manner.

V. RELEASES OF CLAIMS

70. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

71. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors, assigns, representatives, and attorneys, shall fully and forever release and discharge all of the Released Ledra Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

72. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors, assigns, representatives, and attorneys, shall fully and forever release and discharge all of the Released Ledra Parties and Released Volt Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

73. Release by Plaintiff. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Ledra Parties and Released Volt Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities

1 and causes of action of every nature and description whatsoever, known or unknown, asserted or that
2 might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or
3 regulation (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce
4 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
5 security benefits, workers’ compensation benefits that arose at any time. Plaintiff acknowledges that
6 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
7 knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective
8 in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

9 74. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of
10 Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
11 of Section 1542 of the California Civil Code, which reads:

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

15 VI. COURT APPROVAL

16 75. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court in the
17 Action to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
18 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
19 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
20 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
21 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit
22 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
23 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
24 all documents necessary to obtain preliminary approval. The Parties agree that provisional certification of
25 the class is for settlement purposes only and is in no way an admission by Defendants in the Action or in
26 any other proceeding that class certification is proper. At the hearing on the Motion for Preliminary
27 Approval, the Parties will jointly appear and support the granting of the motion. Should the Court decline
28 to preliminarily approve material aspects of the Settlement (including but not limited to the scope of

1 release to be granted by Participating Class Members or the binding effect of the Settlement on
2 Participating Class Members), the Parties shall work together in good faith to address any concerns
3 raised by the Court and propose a revised Settlement for the Court's approval.

4 76. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
5 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
6 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
7 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
8 the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
9 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
10 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
11 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
12 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
13 hearing. If the Court does not grant final approval of the Settlement or grants final approval conditioned
14 on any material change to the Settlement (including, but not limited to, the scope of release to be granted
15 by Participating Class Members), then the Parties shall work together in good faith to address any
16 concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an
17 award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA
18 Fund, Class Representative Enhancement Payment, or Attorneys' Fees and Costs, will not constitute a
19 material modification to the Settlement within the meaning of this paragraph.

20 Additionally, no later than ten (10) days before the date by which Plaintiff files the motion for
21 final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the
22 Court a declaration of due diligence setting forth its compliance with its obligations under this Settlement
23 Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and
24 deficient Requests) and objections received. Prior to the final approval hearing, the Settlement
25 Administrator will supplement its declaration of due diligence if any material changes occur from the
26 date of the filing of its prior declaration.

27 77. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
28 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its

1 approval. After entry of the Judgment, the Court will have continuing jurisdiction under CCP Section
2 664.6 solely for purposes of addressing: (a) the interpretation, implementation, and enforcement of the
3 terms of the Settlement and all orders and judgments entered in connection therewith, (b) Settlement
4 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or
5 applicable law or as set forth in this Settlement Agreement. Further, upon the Court's final approval of
6 the Settlement, the Settlement Administrator shall post a copy of the Judgment on its website within
7 seven (7) calendar days of entry of the Judgment.

8 VII. ADDITIONAL PROVISIONS

9 78. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
10 of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members
11 are not relying on any statement, representation, or calculation by Defendants or by the Settlement
12 Administrator in this regard. PAGA Members, Class Members, and Class Counsel understand and agree
13 that they shall be responsible for the payment of all taxes and penalties assessed on the payments
14 specified herein, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless
15 from and against any claims resulting from treatment of such payments as non-taxable, including the
16 treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

17 79. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
19 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
20 amended) or otherwise.

21 80. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
24 action or right herein released and discharged in this Settlement.

25 81. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
26 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
27 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
28 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will

likewise be treated as void from the beginning, and this Settlement Agreement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Ledra Parties or Released Volt Parties. In the event an appeal is filed from the order granting final approval or Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

82. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

83. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements, representations, warranties, covenants or inducements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

84. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

85. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
2 may seek the assistance of the Court to resolve such disagreement. The Parties have cooperated in the
3 drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the
4 same shall not be construed against any of the Parties.

5 86. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
6 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 87. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
8 will be governed by and interpreted according to the laws of the State of California.

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

15 89. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
17 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
18 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
19 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
20 fairness and reasonableness of this Settlement.

21 90. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents.

24 91. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and
25 conditions of this Settlement Agreement, Plaintiff and Participating Class Members who did not timely
26 submit an objection to the Settlement, Defendants, and their respective counsel hereby agree to: (1)
27 waive any and all rights to appeal from the Judgment, including all rights to any post-judgment
28 proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion

1 for new trial, and any extraordinary writ; and (2) stipulate to class certification for purposes of this
2 Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the
3 Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal
4 any court order that materially alters the Settlement Agreement's terms. The waiver of appeal does not
5 include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment
6 proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement
7 (including making payments under the Settlement) will be suspended until such time as the appeal is
8 finally resolved and the Judgment becomes final.

9 92. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If,
10 after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or
11 application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material
12 modification to the Settlement (including, but not limited to, the scope of release to be granted by
13 Participating Class Members), and that Court's decision is not completely reversed and the Judgment is
14 not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to
15 address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of
16 the Court not later than fourteen court days after the reviewing Court's decision vacating, reversing, or
17 materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's
18 award of the Class Representative Enhancement Payments or the Attorneys' Fees and Costs will not
19 constitute a vacation, reversal, or material modification of the Judgment within the meaning of this
20 paragraph, provided that Defendants' obligation to make payments under this Settlement will remain
21 limited by the Gross Settlement Amount.

22 93. The Parties Will Not Encourage Class Members to Opt Out or Object. The Parties agree
23 that they and their respective counsel and employees will not encourage any Class Member to opt out of
24 or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
25 restrict Class Counsel's ability to communicate with, and to advise, Class Members in accordance with
26 Class Counsel's ethical obligations owed to Class Members.

27 94. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
28 during Action and in this Settlement Agreement relating to the confidentiality of information shall

1 survive the execution of this Settlement Agreement.

2 95. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
3 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
4 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

5 96. Enforcement Actions. In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
7 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
8 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
9 expert witness fees incurred in connection with any enforcement actions.

10 97. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
11 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
12 more strictly against one party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15 98. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
17 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
18 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

19 99. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
20 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
21 Settlement Agreement.

22 100. Headings. The descriptive heading of any section or paragraph of this Settlement
23 Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement
24 Agreement.

25 101. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
27 enforceable and binding on all Parties and all Class Members, subject to the terms and conditions hereof
28 and the Court's approval, and agree that it will be admissible and subject to disclosure in any proceeding

1 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
2 under federal or state law.

3 102. Stay of Litigation. The Parties agree that upon the execution of this Settlement
4 Agreement the Actions shall be stayed, except to effectuate the terms of this Settlement Agreement. The
5 Parties further agree that upon the signing of this Settlement Agreement that pursuant to CCP Section
6 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this
7 settlement process.

8
9 Dated: 03 / 13 / 2026
10

PLAINTIFF ROBERT F. ADAMS

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14 Dated: _____
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DEFENDANT LEDRA BRANDS, INC.

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19 Dated: _____
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DEFENDANT VOLT MANAGEMENT
CORP.

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13 Dated: 3/11/2026

DEFENDANT LEDRA BRANDS, INC.

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DEFENDANT VOLT MANAGEMENT
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10 Dated: _____

PLAINTIFF ROBERT F. ADAMS

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14 Dated: _____

DEFENDANT LEDRA BRANDS, INC.

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19 Dated: 3/10/2026 _____

DEFENDANT VOLT MANAGEMENT
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Dated: March 13, 2026

CROSNER LEGAL, PC

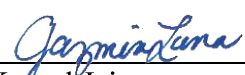

Brandon Brouillette
Raymond Wendell
Attorneys for Plaintiff Robert F. Adams

Dated: March 27, 2026

FISHER & PHILLIPS LLP


Todd Scherwin
Harrison Thorne
Attorneys for Defendant Ledra Brands, Inc.

Dated: March 27, 2026

Constangy, Brooks, Smith & Prophete, LLP


Komal Jain
Guillermo A. Escobedo
Jazmin Luna
Attorneys for Defendant Volt Management Corp.

EXHIBIT 2

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

Adams v. Ledra Brands, Inc. et al., Case No. _____ (Los Angeles Superior Court)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2026, at the Los Angeles County Superior Court, _____ Courthouse, located at __[address]__ in Los Angeles, CA, in Department __ before the Honorable _____. The hearing may be rescheduled by the Court without further notice to you.

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

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court") has been reached between Plaintiff Robert F. Adams ("Plaintiff"), on the one hand, and Defendants Ledra Brands, Inc. ("Ledra") and Volt Management Corp. ("Volt") (collectively, "Defendants"),

on the other. The Court has preliminarily approved the Settlement. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as all hourly/non-exempt employees who are or were employed by Ledra and/or who performed work for Ledra in the State of California at any time from October 2, 2021 through February 15, 2026 (“Class”).

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

2. What is this class action lawsuit about?

On January __, 2026, Plaintiff Robert F. Adams filed a proposed class and representative action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles (the “Action”). In the Action, Plaintiff asserts the following class claims against Defendants: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to pay wages when due; (7) failure to reimburse business expenses; and (8) violations of California’s unfair competition law. Plaintiff also asserts a claim under the Private Attorneys General Act of 2004, Lab. Code §§ 2698 *et seq.*, a statute that allows employees to seek civil penalties on behalf of the State of California.

Defendants deny and dispute all such claims. Specifically, Defendants contend that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Crosner Legal, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all Individual Settlement Payments to Class Members contemplated by the Settlement, the Settlement Administration Costs, the Class Representative Enhancement Award, Class Counsel’s attorney’s fees and costs, and the PAGA Settlement Amount, as explained below. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages will be separately paid by Defendants.

Within thirty (30) calendar days of the Judgment becoming Final, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment entered, or if there are objections, the date the Judgment is no longer subject

to appeal. Ten (10) calendar days after the settlement is funded, the Settlement Administrator will mail checks for the Individual Settlement Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, currently estimated to be [REDACTED], for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is presently \$113,750.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Enhancement Award. A Class Representative Enhance Award in an amount not to exceed \$5,000.00 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Settlement Amount. A payment of \$65,000 relating to the claim for PAGA penalties, 65% of which (\$42,250) will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining 35% (\$22,750) will be distributed to PAGA Members.

Calculation of Individual Settlement Payments to Class Members. After all of the payments of the court-approved Enhancement Awards, the Class Counsel Fees and Costs Payment, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed as Individual Settlement Payments to Participating Class Members. The Net Settlement Amount is estimated to be \$ [REDACTED]. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member. The Individual Settlement Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Ledra as a Class Member for at least one day. The number of Workweeks will be based on Ledra’s records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Tax Matters. Fifteen percent (15%) of each Participating Class Member’s Individual Settlement Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The remainder of each

Participating Class Member's Individual Settlement Payment is in settlement of claims for interest penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to that individual, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

4. What Do I Release Under the Settlement?

Released Class Claims. As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Ledra and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Released Ledra Parties") from all causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to provide complete, accurate or properly formatted wage statements; (e) waiting time penalties that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (f) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) all claims under PAGA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (h) all claims under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2100-2112, 2699, 2699.3, 2699.5, 2802, 2804, and 2810.3; California Business and Professions Code §§ 17200 et seq.; California Code of Civil Procedure §§ 382, 395.5, and 1021.5; and all applicable Industrial Welfare Commission Wage Order provisions, including but not limited to sections 3, 7, 9(b), 11, 12, and 20 thereof. (i) any other claims or penalties under the wage and hour laws pleaded in the Action; and (j) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the "Released Claims").

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

Released PAGA Claims. 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, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective successors, assigned, agents, attorneys, executors, heirs and personal representatives, the Released Parties from the Released PAGA Claims.

The "Released PAGA Claims" are all claims for PAGA penalties that were alleged in the operative Complaints or PAGA Letters, or arising out of the facts and claims alleged in the operative Complaints and/or PAGA Letters against Defendants or any of the Released Parties, which occurred during the PAGA Period. . For avoidance of doubt, Released PAGA Claims include, but are not limited to claims pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2100-2112, 2699, 2699.3, 2699.5, 2802, 2804, and 2810.3; California Business and Professions Code §§ 17200 et seq.; California Code of Civil Procedure §§ 382, 395.5, and 1021.5; and all applicable Industrial Welfare Commission Wage Order provisions, including but not limited to sections 3, 7, 9(b), 11, 12, and 20 thereof. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants Volt and Ledra, their past, present, and future officers, directors, shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective past, present, and future successors and predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any.

5. How much will my payment be?

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

Your Individual PAGA Payment: Defendants' records reflect that you have <<_____>> Workweeks during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is** <<_____>>.

Your Individual Class Payment and Individual PAGA Payment may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information, along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice].

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on [REDACTED], 2026 at [REDACTED] to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after the hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) [REDACTED]). Any check that is uncashed and cancelled after the void date will be tendered to the State Controller's Office, Unclaimed Property Division in the name of and for the benefit of the individual who did not cash their check.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive your Individual Class Payment, and you will not be bound by the release of Released Class Claims.** However, PAGA Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed, and dated request to opt out postmarked no later than the Response Deadline, which is [REDACTED]. The Request for Exclusion should clearly state that you wish to be excluded from the Class Settlement and include your full name, address, telephone number, last four digits of social security number for verification purposes, and the name and number of the case, which is *Adams v. Ledra Brands, Inc. et al.*, Case No. [REDACTED]. The request to opt out must be submitted by you or your legal representative.

The address for the Settlement Administrator is [REDACTED]. Exclusion Forms that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the Class Counsels' attorney's fees and costs, and/or the Class Representative Enhance Payment, either in writing or in person. Objections that are in writing must (1) state the case name (*Adams v. Ledra Brands, Inc., et al.*) and case number ([REDACTED]); (2) state your (or your attorneys') full name, address, and telephone number; (3) state the words "Notice of Objection" or "Formal Objection;" (4) describe, in clear and concise terms, the legal and factual arguments supporting your objection;

(5) list identifying witness(es) you may call to testify at the Final Approval Hearing; (6) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing; and (7) state whether your objection applies only to yourself, to a specific subset of the Class, or to the entire Class. All written objections must be mailed to the Settlement Administrator at [redacted] with copies to the Parties' counsel, no later than [redacted] [forty-five (45) days after the date of the Notice].

Alternatively, Class Members may appear at the Final Approval Hearing on [redacted] at [redacted] to make an oral objection without submitting a written objection. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel.

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

The addresses for Parties' counsel are as follows:

Class Counsel:

Brandon Brouillette
bbrouillette@crosnerlegal.com
Raymond Wendell
rwendell@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Telephone: 866.276.7637
Facsimile: 310.510.6429

Counsel for Defendants:

Todd B. Scherwin
tscherwin@fisherphillips.com
Harrison M. Thorne
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Bronte Mehdian
bmehdian@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 330-4502
Facsimile: (213) 330-4501

Attorneys for Defendant Ledra

Komal Jain
kjain@constangy.com
Guillermo A. Escobedo
gescobedo@constangy.com
Jazmin Luna
jluna@constangy.com
**CONSTANGY BROOKS SMITH &
PROPHETE, LLP**
550 West C Street, Suite 1400
San Diego, CA 92101

Attorneys for Defendant Volt

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

The Court will hold a Final Approval Hearing at [redacted] on [redacted], 2026, in Department __ of the Superior Court of California, County of Los Angeles, _____

Courthouse, [address]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at [REDACTED] or write to *Adams v. Ledra Brands, Inc. et al.* Settlement Administrator, c/o [REDACTED]; or contact Class Counsel according to the contact information listed above.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by contacting the Settlement Administrator or Class Counsel.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member where the money can be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3



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

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

May 2, 2025

VIA PAGA ONLINE FILING ONLY:

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

VIA U.S. CERTIFIED MAIL:

Nima Nami
Agent for Service of Process for:
Ledra Brands, Inc.
3 Hutton Centre Dr Fl 9
Santa Ana, CA 92707

Ledra Brands, Inc.
Attn: Human Resources / Legal Department
88 Maxwell
Irvine, CA 92618

**Volt Management Corp. and Volt
Information Sciences, Inc.**
Attn: Human Resources / Legal Department
1455 Lincoln Parkway East
8th Floor
Atlanta, GA 30346

CSC Lawyers Incorporating Service
Agent for Service of Process for:
**Volt Management Corp. and Volt
Information Sciences, Inc.**
Attn: CA Registered Agent Authorized
Employees: Becky DeGeorge, Koy Saechao,
Nicole Stauss, Jenn Bautista, Wendy Harris,
Melissa Dekoven, Carolyn Valle, Kaci
Ransom, Annette Kuhlman, Brejet Stephens,
Jerome Suarez, Samantha Wiltz, Parid
Kurbini, Crystal Collins, Maddie Bright,
Courtney Shelton, and Brittany Titlow
2710 Gateway Oaks Drive #150-N
Sacramento, CA 95833

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Ledra Brands, Inc.; Volt
Management Corp. and Volt Information Sciences, Inc.
Date: May 2, 2025
Subject: *Robert F. Adams v. Ledra Brands, Inc., et al.*

Introduction

This office represents PLAINTIFF, Robert F. Adams (hereinafter “PLAINTIFF”) in connection with PLAINTIFF’s claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entities and individual managing agents of said entities: Ledra Brands, Inc.; Volt Management Corp. and/or Volt Information Sciences, Inc. (hereinafter, these entities and their managing agents are collectively referred to as “DEFENDANTS”). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees employed directly and/or via a staffing agency by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed directly and/or via a staffing agency by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of PLAINTIFF’s claims against DEFENDANTS.

Said “NON-EXEMPT AGGRIEVED EMPLOYEES” include the following:

- (1) all non-exempt workers who were directly employed by Volt Management Corp. and/or Volt Information Sciences, Inc. regardless of where those non-exempt workers were assigned or staffed to work – in California at any time within one year of the date of this NOTICE;
- (2) all non-exempt workers who were assigned/staffed to work at Ledra Brands, Inc. by Volt Management Corp. and/or Volt Information Sciences, Inc. and/or any other staffing/temporary service agencies at any location in California at any time within one year of the date of this NOTICE; and
- (3) all non-exempt workers who were directly employed by Ledra Brands, Inc. to work at any location in California within one year of the date of this NOTICE.

Said “EXEMPT AGGRIEVED EMPLOYEES” include the following:

- (1) all exempt workers who were directly employed by Volt Management Corp. and/or Volt Information Sciences, Inc. regardless of where those exempt workers were assigned or staffed to work – in California at any time within one year of the date of this NOTICE;
- (2) all exempt workers who were assigned/staffed to work at Ledra Brands, Inc. by Volt Management Corp. and/or Volt Information Sciences, Inc. and/or any other staffing/temporary service agencies at any location in California at any time within one year of the date of this NOTICE; and
- (3) all exempt workers who were directly employed by Ledra Brands, Inc. to work at any location in California within one year of the date of this NOTICE (“EXEMPT AGGRIEVED EMPLOYEES”),

This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or the address of the Secretary of State of the State of incorporation and/or the entity address

as provided on wage statements issued by DEFENDANTS to NON-EXEMPT AGGRIEVED EMPLOYEES.

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

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

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

PLAINTIFF, on behalf of PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 210, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 2100-2112 and 2802, and all applicable Wage Orders.

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

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

control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

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

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

During PLAINTIFF's employment by DEFENDANTS, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were jointly employed by DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of "to employ" adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (2) suffered or permitted PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to work for them; and (3) engaged PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to work for them.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS operated as a single integrated enterprise with common ownership and centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices across all of their locations/facilities and subjected all of the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to these same policies and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control over the day-to-day operations and employment matters, including the power to hire and fire, set schedules, issue employee policies, and determine rates of compensation across its locations in California; (3) DEFENDANTS utilize the same policies and procedures for all California employees, including issuing the same employee handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

PLAINTIFF is informed and believes, and thereon alleges that at all relevant times, DEFENDANTS were the joint employers of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES upon whose behalf PLAINTIFF brings these allegations and causes of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to work so as to be considered the joint employers of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices, meal and rest periods, reimbursement of business expenses and other working conditions that were distributed to, and/or applied to PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, Volt Management Corp. and/or Volt Information Sciences, Inc. ("Volt") hired PLAINTIFF and entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's employment, Volt maintained control over many aspects of PLAINTIFF's employment, including, among other things, having the authority to discipline PLAINTIFF, change PLAINTIFF's job assignment, change PLAINTIFF's work hours, change PLAINTIFF's rates of pay, and to terminate PLAINTIFF's employment.

In addition, when PLAINTIFF was first hired, Volt provided PLAINTIFF with orientation and training materials. Volt issued PLAINTIFF written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and belief, among other things, these policies provided that PLAINTIFF's weekly time records be submitted to Volt, and Volt was supposed to process PLAINTIFF's time records and pay PLAINTIFF for all hours worked. Volt exercised ultimate control over the payment of PLAINTIFF's wages, as Volt issued PLAINTIFF his paychecks. Finally, Volt directed PLAINTIFF to comply with Ledra Brands, Inc. 's policies and directions.

PLAINTIFF is informed and believes that Volt exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other class members.

Ledra Brands, Inc. similarly suffered or permitted PLAINTIFF to work for them or engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that Ledra Brands, Inc. entered into a written agreement with Volt, pursuant to which Ledra Brands, Inc. paid Volt to provide it with workers, including PLAINTIFF, to conduct Ledra Brands, Inc. business operations – namely, to work in Ledra Brands, Inc. 's warehousing facilities. Ledra Brands, Inc. suffered or permitted PLAINTIFF to work at Ledra Brands, Inc. and for the entirety of PLAINTIFF's employment.

Ledra Brands, Inc. ("Ledra Brands") further exercised control over PLAINTIFF's wages, hours and working conditions. Ledra Brands also: (1) set PLAINTIFF's work hours and provided PLAINTIFF with PLAINTIFF's work schedule; (2) provided PLAINTIFF with policies regarding meal periods and rest breaks, with which PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's work through its employees; (4) assigned PLAINTIFF job duties and trained PLAINTIFF on said job duties; (5) exercised authority to reprimand and counsel PLAINTIFF regarding any work performance and other issues; (6) exercised authority to end PLAINTIFF's work assignment at any time, which essentially equated to a termination of employment as PLAINTIFF was not guaranteed any other job assignments; (7) required PLAINTIFF to use its timekeeping system for purposes of recording time worked; (8) determined whether and when PLAINTIFF would receive meal periods and rest breaks; (9) subjected PLAINTIFF to unlawful schedules for taking meal periods and rest breaks; and, (10) was responsible for recording when PLAINTIFF began and ended work shifts. On information and belief, Ledra Brands issued further written policies and practices and guidelines governing PLAINTIFF's working conditions with which PLAINTIFF was required to comply. PLAINTIFF is informed and believes that Ledra Brands exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

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

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. DEFENDANTS, at all relevant times, were an employer or person acting on behalf of employer(s) who violated PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of

section 3294 of the Civil Code). Under that statute and supporting case law, “managing agents” are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and/or 1194 as further described in detail below.

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

DEFENDANTS are Liable for All Temporary Agency Workers

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

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at including but not limited to, the warehouse distribution centers, manufacturing centers, facilities and/or other location(s) in California, including but not limited to, in Irvine, California. Ledra Brands specializes in including, but not limited to, the manufacturing of lighting. Volt is a staffing company. DEFENDANTS, through its various locations, serve the including but not limited to, manufacturing industry.¹ Although DEFENDANTS may operate successful businesses or have a noble mission, DEFENDANTS do not comply with California’s labor laws.

PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of assembly worker and/or similar title and/or job position from in or around March 2024, through in or around August 2024. PLAINTIFF was assigned by Volt to work at including but not limited to, Ledra Brands’s facilities located in Irvine, California. PLAINTIFF was employed directly by Ledra Brands from in or around August 2024 through in or around February 2025, working as an assembly worker and/or similar title and/or job position at Ledra Brand’s facilities located in Irvine, California. PLAINTIFF typically worked shifts lasting at least eight (8) to eleven (11) hours. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as

¹ See <https://www.ledrabrands.com/ledra/about-us/> and <https://www.volt.com/>. Last visited on May 2, 2025.

hours worked. At times during PLAINTIFF's employment, PLAINTIFF was paid an hourly rate of \$18.00.

Labor Code Violations

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

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

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

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

For example, based on information and belief, at times, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises/their workstations.

By way of example, DEFENDANTS prohibited PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES from leaving the worksite during purported rest periods, and as such, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were not relieved of all duties and DEFENDANTS' control during purported rest periods, in violation of California rest period law.

Moreover, DEFENDANTS failed to permit any third rest period on shifts lasting longer than ten hours. For example, at times, PLAINTIFF worked shifts lasting longer than ten (10) hours but was only authorized to take a maximum of two (2) rest periods during those shifts.

As explained herein, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during rest periods by virtue of restricting PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to the worksite during purportedly off-duty rest periods, in violation of California law

For example, as explained herein, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to remain tethered to their worksites/assigned work location during purported rest periods and as such failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during purported rest periods, in violation of California rest period law.

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

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.²

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

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.*

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

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

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of more than five (5) hours, entitling them to at least one meal period. PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of more than ten (10) hours, entitling them to a second meal period.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods.

For example, PLAINTIFF consistently worked shifts lasting longer than ten (10) hours but was afforded a maximum of a single purported meal period during those shifts even though PLAINTIFF did not waive his rights to second meal periods on those shifts. Based on information and belief, DEFENDANTS have an unlawful policy and practice of failing to provide second meal periods during shifts lasting longer than ten (10) hours.

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

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

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

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated. DEFENDANTS' failure to provide valid meal periods ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

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

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

entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' mandated off-the-clock work policies/practices and/or time editing/rounding.

For example, DEFENDANTS' wage statements issued to PLAINTIFF for including but not limited to the following pay period(s) evidence rounding of PLAINTIFF's total hours worked to at least the nearest quarter hour, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF: pay period beginning on 6.17.24 and ending on 6.23.24 showing precisely 38.50 total hours worked. Based on information and belief, many, if not all wage statements issued by DEFENDANTS to PLAINTIFF evidence rounding of PLAINTIFF's total hours worked to at least the nearest quarter hour, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

Based on information and belief, at times, due to including but not limited to, DEFENDANTS' rounding/time shaving policies and practices, DEFENDANTS required, suffered and/or permitted NON-EXEMPT AGGRIEVED EMPLOYEES to complete off-the-clock work tasks prior to clocking in for the start of their shifts, after clocking out for the end of their shifts and/or during unpaid meal periods, resulting in DEFENDANTS' failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of wages owed to those NON-EXEMPT AGGRIEVED EMPLOYEES.

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

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

These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.³

³ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

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

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

Namely, DEFENDANTS' off-the-clock work policies/practices and/or time editing/rounding resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

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

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

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by

⁴ See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

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

DEFENDANTS' issued wage statements to PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of DEFENDANTS' off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a).

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

Separately, and independent of the above allegations, based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were issued wage statements that failed to list the total hours worked, in violation of including but not limited to, Labor Code section (a)(2). Specifically, Ledra Brands issued a wage statement to PLAINTIFF, dated 2/14/25, that incorrectly itemizes "Salary" and fails to list the total hours worked, in violation of including but not limited to, Labor Code section 226(a)(2).

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

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, and failing to provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements.

Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

For example, based on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁵

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

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

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

⁵ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck upon termination of PLAINTIFF's employment, and PLAINTIFF's late final paycheck was devoid of all wages owed including without limitation, all owed minimum wages, overtime wages, premium wages, and any and all paid time off wages at the properly accrued rates.

For example, when Volt terminated PLAINTIFF's employment in or around July/August 2024, PLAINTIFF was required to wait at least approximately one week after separation of employment to receive any final paycheck. Similarly, when Ledra Brands terminated PLAINTIFF's employment in 2025, PLAINTIFF was required to wait at least approximately one day after PLAINTIFF's date of termination to receive any final paycheck. In both instances, PLAINTIFF's late final paychecks were devoid of all wages owed including without limitation, all owed minimum wages, overtime wages, premium wages and/or paid time off wages at the properly accrued rates.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁶

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

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

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

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

DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their

business expenses including, the use of their personal cell phones/mobile devices for work-related purposes and by requiring them to pay for steel-toed boots/work shoes.

For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal cell phone to carry out assigned job duties, including, for downloading a work-related application for clocking in and out for shifts each workday from approximately March 2024 through approximately August 2024, however, DEFENDANTS failed to provide PLAINTIFF with any reimbursement for these business expenses.

Moreover, PLAINTIFF was required to supply steel-toed boots that DEFENDANTS required PLAINTIFF wear for work, however, DEFENDANTS did not provide any reimbursement for these business expenses.

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

Violation of Labor Code Sections 2100-2112: Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or more employees at a single warehouse distribution center, or one thousand (1,000) or more employees at one or more warehouse distribution centers in California are required to provide nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a defined period of time and any potential adverse employment action that may result from failure to meet the quota. Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere with compliance with California's occupational health and safety laws.

Labor Code Section 2101 provides:

Each employer shall provide to each employee, upon hire, or within 30 days of the effective date of this part, a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota.

Labor Code Section 2102 provides:

An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and

safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

Labor Code Section 2104 provides in pertinent part:

(a)(1) If a current or former employee believes that meeting a quota caused a violation of their right to a meal or rest period or required them to violate any occupational health and safety laws in the Labor Code or division standards, they have the right to request, and the employer shall provide, a written description of each quota to which the employee is subject and a copy of the most recent 90 days of the employee's own personal work speed data.

(2) If a former employee requests a written description of the quotas to which they were subject and a copy of their own personal work speed data pursuant to paragraph (1), the employer shall provide 90 days of the former employee's quotas and personal work speed data for the 90 days prior to the date of the employee's separation from the employer.

(b) An employer that receives a written or oral request for information pursuant to subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

During the relevant period, DEFENDANTS employed 100 or more NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at a single warehouse distribution center and/or employed 1,000 or more NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at one or more distribution centers in California rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the relevant period.

Based on information and belief, DEFENDANTS had/have a policy and practice of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES, upon hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a defined period of time and any potential adverse employment action that may result from failure to meet the quota. DEFENDANTS had/have a policy and practice of subjecting NON-EXEMPT AGGRIEVED EMPLOYEES to quotas that prevented those NON-EXEMPT AGGRIEVED EMPLOYEES from taking their meal and rest periods and/or using bathroom facilities and/or interfered with compliance of California's occupational health and safety laws.

Based on further information and belief, DEFENDANTS have/had a policy and practice of subjecting NON-EXEMPT AGGRIEVED EMPLOYEES to adverse employment actions for failure to meet a quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to comply with meal and rest period laws and/or occupational health and safety laws, in violation of Labor Code section 2102.

As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor Code section 2100-2112 as to NON-EXEMPT AGGRIEVED EMPLOYEES and are subject to civil penalties.

Conclusion

DEFENDANTS have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

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

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

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

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

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

Thank you for your attention to this matter.

Best Regards,



Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Maria Monterrey <maria@crosnerlegal.com>

Thank you for submission of your PAGA Case.

1 message

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

Fri, May 2, 2025 at 3:08 PM

5/2/2025

LWDA Case No. LWDA-CM-1096243-25
Law Firm : Crosner Legal, P.C.
Plaintiff Name : Robert F. Adams
Employer: Ledra Brands, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4



Jessica Ball <jessica@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: jessica@crosnerlegal.com

Thu, Apr 9, 2026 at 2:51 PM

04/09/2026 02:50:53 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 5