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Attorneys for Plaintiffs Ronald Stone and Gabriella Tolosa

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

RONALD STONE, GABRIELLA TOLOSA,
individually, and on behalf of other members of
the general public similarly situated and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiffs,

vs.

INGRAM MICRO, INC., a Delaware
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01313591-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Notice of Motion and Motion for
Preliminary Approval of Class Action and
PAGA Settlement; Declarations of Proposed
Class Counsel (Selena Matavosian and
Carolyn Bell); Declarations of Proposed Class
Representatives (Ronald Stone and Gabriella
Tolosa); and [Proposed] Order filed
concurrently herewith]

Date: May 7, 2026
Time: 2:00 p.m.
Department: CX105
Reservation ID: 74774150

Complaint Filed: March 20, 2023
FAC Filed: March 29, 2024
SAC Filed: June 18, 2024
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Ronald Stone and Gabriella Tolosa (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On January 11, 2023, Plaintiff Ronald Stone (“Plaintiff Stone”) provided written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendant Ingram Micro Inc. (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated (“Stone PAGA Notice”). Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Stone PAGA Notice.

3. On March 20, 2023, Plaintiff Stone filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Original Complaint”) against Defendant, thereby commencing the action entitled *Ronald Stone, et al. v. Ingram Micro, Inc.*, Superior Court of California for the County of Orange, Case No. 30-2023-01313591-CU-OE-CXC (the “Action”).

4. On May 2, 2023, Defendant filed its Answer to the Original Complaint.

5. On August 18, 2023, Lawyers *for* Justice, PC served multiple sets of formal written discovery requests onto Defendant (specifically, Special Interrogatories (Sets One and Two), Form Interrogatories – General (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and noticed the depositions of Defendant’s Person Most Knowledgeable designees, along with accompanying requests for production of documents, on Defendant.

6. On November 14, 2023, Lawyers *for* Justice, PC prepared for and took the deposition of Defendant’s Person Most Knowledgeable witness.

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7. On December 22, 2023, Defendant served a Notice of Taking Deposition of Plaintiff and Request for Production of Documents at Deposition by Defendant (“Notice of Taking Deposition”). On January 16, 2024, Plaintiff Stone served objections to Defendant’s Notice of Taking Deposition.

8. On February 2, 2024, Lawyers *for* Justice, PC prepared for and defended the deposition of Plaintiff Stone.

9. On March 11, 2024, Lawyers *for* Justice, PC served multiple sets of formal written discovery requests onto Defendant (specifically, Special Interrogatories (Sets One and Two), Form Interrogatories – General (Set One), and Requests for Production of Documents (Set One)).

10. On March 28, 2024, Plaintiff Gabriella Tolosa (“Plaintiff Tolosa”) provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“Tolosa PAGA Notice”) (together with the Stone PAGA Notice, the “PAGA Notices”). Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Tolosa PAGA Notice.

11. On March 29, 2024, Plaintiff Stone filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“First Amended Complaint”) against Defendant in the Action, thereby adding class action claims.

12. On May 30, 2024, Defendant filed its Answer to the First Amended Complaint.

13. On June 18, 2024, Plaintiff Stone filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Second Amended Complaint”), thereby adding Plaintiff Tolosa as an additional named plaintiff.

14. On August 16, 2024, Defendant filed its Answer to Plaintiffs’ Second Amended Complaint.

15. On December 19, 2024, the Parties participated in arm’s-length and informed negotiations with mediator Lynn Frank, Esq., a respected mediator of complex wage and hour actions. The mediation involved the Action, the action entitled *Estela Lopez v. Brightpoint North*

America LP, et al., Superior Court of California for the County of San Bernardino, Case No. CIVSB2321950 (“Lopez Class Action”), and the action entitled *Estela Lopez v. Brightpoint North America LP, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2328620 (“Lopez PAGA Action”). The matter did not settle at mediation, but the Parties maintained settlement discussions while litigation continued, and were ultimately successful in reaching a proposed settlement in principle, subject to execution of the Settlement Agreement and Court approval, to resolve the Action on the terms described herein.

THE PROPOSED SETTLEMENT

16. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Class Action and PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

17. The Settlement provides for a Gross Settlement Amount of \$2,500,000.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel Fees Payment of up to \$875,000.00 (if the Gross Settlement Amount remains \$2,500,000.00) and Class Counsel Litigation Expenses Payment not to exceed \$35,000.00 to Class Counsel, Class Representatives Service Payments to Plaintiffs of \$10,000.00 each (for a total of \$20,000.00), Administration Expenses Payment to the Administrator not to exceed \$16,000.00, PAGA Penalties of \$415,000.00, and the Individual Settlement Program in the amount of \$609,501.46 for payments already made to certain Class Members. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently \$529,498.54. Additionally, 25% of the PAGA Penalties, which is \$103,750.00 out of \$415,000.00, will be distributed to the Aggrieved

1 Employees, for their respective portion of the PAGA Penalties. The Gross Settlement Amount will
2 be fully distributed in accordance with the terms of the Settlement and there is no reversion to
3 Defendant.

4 18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
5 in an amount of up to 35% of the Gross Settlement Amount (i.e., \$875,000.00, if the Gross
6 Settlement Amount remains \$2,500,000.00) and expenses and costs of not more than \$35,000.00,
7 which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should
8 be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive
9 any compensation until recovery is obtained. A description of the qualifications of Lawyers for
10 Justice, PC, the work performed by Class Counsel, and the results achieved by Class Counsel in
11 this matter can be found in paragraphs 20 through 25, *infra*.

12 19. The Settlement Agreement provides for payment of up to \$10,000.00 each to
13 Plaintiffs as Class Representatives Service Payments, to be paid out of the Gross Settlement
14 Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce
15 relevant documents and past employment records and to provide the facts and evidence necessary
16 to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them
17 and actively tried to obtain information that would benefit the Class. Additionally, Plaintiff Stone
18 prepared for and appeared for his deposition in connection with this matter. Accordingly, it is
19 appropriate and just for Plaintiffs to each receive a Class Representatives Service Payment, in
20 addition to their individual settlement payment, for their services on behalf of the Class, Aggrieved
21 Employees, and State of California.

22 20. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
23 "Settlement Administrator") to handle the notice and settlement administration process. The
24 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as
25 the Settlement Administrator. Defendant will provide the Phoenix with the Class Data, and the
26 Settlement Administrator will calculate each Class Member's estimated *pro rata* share of the Net
27 Settlement Amount ("Individual Class Payment") and each Aggrieved Employee's estimated *pro*
28 *rata* share of the 25% share of the PAGA Penalties ("Individual PAGA Payment"). The Settlement

1 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
2 documents for the Settlement, calculating and distributing payments due under the Settlement,
3 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
4 remittances, providing necessary reports and declarations, transmitting funds representing
5 uncashed checks after the void date to the Inclusion Matters by Shane's Inspiration, a nonprofit
6 disabled children's advocacy and support organization, and other duties and responsibilities set
7 forth to process the Settlement, and as requested by the Parties. The Administration Expenses
8 Payment is currently estimated not to exceed \$16,000.00 and will be paid out of the Gross
9 Settlement Amount, subject to approval of the Court.

10 21. Under the Settlement Agreement, Defendant is responsible for any employer-side
11 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
12 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's
13 Individual Class Payment will be allocated 20% to wages (the "Wage Portion") and 80% to
14 interest and non-wage statutory damages (the "Non-Wage Portion"). The Administrator will
15 withhold the employee's share of taxes and withholdings with respect to the Wage Portion of the
16 Individual Class Payment.

17 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

18 22. **Ascertainability:** The proposed Class is defined as all persons who are or were
19 previously employed by and worked for Defendant in the State of California and classified as an
20 hourly-paid or non-exempt employee(s) at any time during the Class Period, which is the period
21 from March 20, 2019 through March 14, 2025, or, if applicable, the Alternate End Date pursuant to
22 Paragraph 5.3 of the Settlement Agreement.

23 23. **Numerosity:** Based on data provided by Defendant on November 3, 2024 and
24 extrapolated by Plaintiffs, the Class is estimated to be approximately 1,567 individuals who
25 worked an estimated total of 168,000 Workweeks.

26 24. **Commonality:** Based on investigation and information discovered, Class Counsel
27 believe that there is sufficient evidence to support the allegations made in the lawsuit, including
28 the allegations that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved

1 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
2 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
3 pay, failed to timely pay wages during employment and upon termination of employment, failed to
4 provide compliant wage statements, failed to maintain requisite payroll records, failed to provide
5 one day's rest in a seven-day workweek, failed to pay reporting time pay, failed to pay split shift
6 pay, failed to provide paid sick leave, and failed to reimburse necessary business expenses, and
7 thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable
8 under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
9 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
10 subject to the same or similar operations and employment policies, practices, and procedures.
11 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs,
12 Class Members, and Aggrieved Employees were substantially the same during the time period at
13 issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class Members were
14 not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's
15 view, it is clear that the outcome of this litigation would be determined by Defendant's uniform
16 operations and employment practices, policies, and procedures that Plaintiffs allege applied across
17 its hourly-paid or non-exempt employees in California during the relevant time period.

18 25. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
19 a class action against their former employer. Plaintiffs spent considerable time and effort to
20 produce relevant documents and past employment records and to provide the facts and evidence
21 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
22 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
23 no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class
24 Period and subject to the same alleged violations and the same policies, practices, and procedures.
25 Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have
26 not yet received any monetary benefit for their service to date. Plaintiffs put their own interests
27 aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but,
28 instead, on behalf of other hourly-paid or non-exempt employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

26. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

27. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by

1 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
2 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
3 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
4 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
5 involving the executive, administrative, and other overtime exemptions to the State of California
6 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
7 has successfully obtained class certification by contested motion practice in approximately sixteen
8 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

9 28. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
10 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
11 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
12 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
13 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
14 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
15 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
16 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before
17 all courts of the State of California and all United States District Courts in the State of California.
18 He has worked on many wage-and-hour class action and representative action cases, taking the
19 lead in taking and defending depositions, arguing motions, and attending mediations. He has
20 played an integral role in preparing matters for class certification, including and not limited to,
21 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
22 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
23 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
24 No. RG13680477). Under his supervision, dozens of class action or representative action cases
25 have resulted in settlements that have been granted court approval. He has handled over one
26 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
27 action or representative action cases which have resulted in settlement.

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29. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association, and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

30. Yasmin Hosseini is a Member of Lawyers for Justice, PC. She received her Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned her Juris Doctor degree from Pepperdine University School of Law in 2017. She was admitted to practice

1 law in California in 2019. She is admitted to practice before all courts of the State of California
2 and all federal district courts in the State of California. She has worked on many wage and hour
3 class action and PAGA representative matters, and her work has included, *inter alia*, researching
4 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
5 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
6 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, she
7 represented filmmakers and talent, negotiating and structuring various types of agreements on their
8 behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar
9 Association, and Iranian American Bar Association.

10 31. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Science
11 degree from California State University, Northridge in 2019, and was the recipient of the Wildman
12 Schumacher Scholarship. I earned a Juris Doctor degree from Southwestern Law School in 2022,
13 and I was the recipient of the Witkin Award for Academic Excellence. I was admitted to practice
14 law in California in 2022. I am admitted to practice before all courts of the State of California and
15 all U.S. Federal District Courts in the State of California. I have worked on many wage-and-hour
16 class action and PAGA representative cases, and my work on these cases has included, *inter alia*,
17 researching and drafting pleadings and motion-related papers, administrative notice exhaustion,
18 drafting, negotiating, and finalizing stipulations and settlement agreements, performing claims
19 evaluation and analysis, and making court appearances.

20 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

21 32. The effectiveness of Lawyers for Justice, PC and Aegis Law Firm, PC (i.e., Class
22 Counsel) in prosecuting this matter has translated into tangible monetary benefits in the following
23 respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a
24 reasonably short period of time as opposed to waiting additional years for the same, or possibly
25 worse, result; (2) a guaranteed result that compares favorably with other similar class action
26 settlements of this type given the strengths and weaknesses of the matter; and (3) significant
27 savings in Class Counsel's fees and/or costs that would have only increased significantly had the
28 matter progressed through certification, trial, and/or appeals.

33. Class Counsel have litigated the matter for over two (2) years and were actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a mediation conducted by Lynn S. Frank, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The matter did not settle at mediation, but the Parties maintained settlement discussions while litigation continued, and were ultimately successful in reaching the Settlement. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the matter and various aspects of the matter, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, reporting time pay, sick time pay, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations and formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members, and of the Released PAGA Claims of Plaintiffs, the State of California, and the Aggrieved Employees, against the Released Parties.

34. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and were preparing the action for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the matter, including and not limited to, the exchange, review, and analysis of a large volume of

documents and data obtained from Defendant, Plaintiffs, and other sources. On August 18, 2023, Lawyers *for* Justice, PC served multiple sets of formal written discovery requests onto Defendant (specifically, Special Interrogatories (Sets One and Two), Form Interrogatories – General (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and noticed the depositions of Defendant’s Person Most Knowledgeable designees, along with accompanying requests for production of documents, on Defendant. On March 11, 2024, Lawyers *for* Justice, PC served multiple sets of formal written discovery requests onto Defendant (specifically, Special Interrogatories (Sets One and Two), Form Interrogatories – General (Set One), and Requests for Production of Documents (Set One)). The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs’ employment records, a sampling of Class Members’ time and pay data, Defendant’s Associate Handbook, offer letters, company policy acknowledgements (including but not limited to, U.S. Associate Guide and Policy Acknowledgment, Code of Conduct Policy, Employee Acknowledgment of Workers' Compensation Network, Second Meal Period Policy, and U.S. Associate Handbook Acknowledgment), Defendant’s operations and employment practices, forms (including but not limited to Employment Application, Waiver of Statute of Limitations and Waiver of Right to Jury Trial, Voluntary Self-Identification of Disability Form, Attendance Point Removal Request, New Hire Checklist, Associate Exit Checklist, and Weekly Mileage Reimbursement Request Form), procedures (including but not limited to Annual Performance Review, Termination Notice, Employee Disciplinary Report, Mileage Reimbursement Guidelines and Procedures, and Travel and Entertainment Expenses), among other information and documents. Lawyers *for* Justice, PC also prepared for and took the deposition of Defendant’s Person Most Knowledgeable witness, and prepared for and defended the deposition of Plaintiff Stone. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

1 35. Counsel for the Parties have also invested time researching and investigating the
2 applicable law, which is constantly evolving as it relates to certification, representative PAGA
3 claims, off-the-clock theory, regular rate, reporting time pay, sick time pay, meal and rest periods,
4 state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's
5 defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result
6 achieved in this litigation is fair, adequate, and reasonable.

7 36. Class Counsel are aware of the defenses and position of Defendant but believe that
8 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
9 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
10 and the difficulties and delays inherent in such litigation, including those involved in class
11 certification and/or representative adjudication. Plaintiffs further recognize the burdens of proof
12 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
13 difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also
14 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
15 experienced and well-regarded in complex labor and employment matters.

16 37. Defendant, on the other hand, denied and continues to deny any liability and
17 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
18 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
19 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
20 have also had the opportunity to interview witnesses and review documents and information
21 relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant,
22 and Defendant's operations and employment policies, practices, and procedures. The Parties also
23 reviewed and analyzed a volume of documents and data to determine the potential value and
24 strength of the claims. The available information enabled Class Counsel to assess and value the
25 class and PAGA claims and prepare violation, damages, and penalties analyses models.
26 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
27 informed of the nature and extent of the Class Members' claims, and to enable both sides to fully
28 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into

1 account the strengths and weaknesses of each side's position and the uncertainty of how the matter
2 might have concluded at certification, trial, and/or appeals.

3 **ESTIMATE OF THE VALUE OF THE CLAIMS**

4 38. Plaintiffs' action alleges that Defendant has violated the California Labor Code and
5 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
6 scheme of wage abuse against Plaintiffs, the Class Members, and Aggrieved Employees including
7 *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide
8 compliant meal and rest periods and associated premium pay, failing to timely pay wages during
9 employment, failing to timely pay wages upon termination and associated waiting-time penalties,
10 failing to provide compliant wage statements, failing to maintain requisite payroll records, failing
11 to provide one day's rest in a seven-day workweek, failing to pay reporting time pay, failing to pay
12 split shift pay, failing to provide paid sick leave and failing to reimburse necessary business
13 expenses. Plaintiffs further contend that Defendant's aforementioned conduct constitutes unfair
14 business practices (under the California Business and Professions Code ("UCL") and gives rise to
15 civil penalties recoverable under PAGA.

16 39. Based on data provided by Defendant on November 3, 2024 and extrapolated by
17 Plaintiffs, the total number of Class Members during the period from March 20, 2019 through
18 March 14, 2025 was estimated to be approximately 1,567 individuals who worked an estimated
19 total of 168,000 Workweeks with an average hourly rate of pay of \$22.15. The total number of
20 Aggrieved Employees during the period from January 11, 2022 through March 14, 2025 was
21 estimated to be approximately 1,101 individuals who worked an estimated total of 56,460 PAGA
22 Pay Periods.

23 40. Plaintiffs contended that Defendant required Class Members to perform work
24 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
25 periods. Plaintiffs contended that Defendant discouraged the recordation of overtime hours and
26 required Class Members to perform work off-the-clock. Plaintiffs contended that Defendant failed
27 to include non-discretionary bonuses and incentives in the calculation of the regular rate when
28 paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed,

1 later, shortened, and/or interrupted, that Class Members were required to remain on premises
2 during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly
3 pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that
4 Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to
5 them while they were employed by Defendant, within the time period permissible under California
6 law, and that Defendant failed to pay all wages due upon termination, within the time period
7 permissible under California law, thereby triggering waiting-time penalties under California Labor
8 Code section 203. Plaintiffs contended that, based on the violations described herein, the wage
9 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.
10 Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and the other Class
11 Members for necessary business expenses, including, but not limited to, the costs associated with
12 the usage of personal cell phones and vehicles for work duties, and costs associated with the
13 purchase of box cutters, gloves, and safety shoes to perform their work duties.

14 41. Class Counsel considered Defendant's arguments, e.g., that the employer's
15 practices, policies, and procedures complied with the law, that Defendant paid Class Members
16 over the California minimum wage for all hours worked, that Defendant correctly paid overtime
17 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
18 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
19 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage
20 statement violations and that this alleged violation and the alleged recordkeeping violation are
21 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
22 employees for necessary business-related expenses exists. Class Counsel also considered the
23 likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code,
24 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
25 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also
26 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
27 could be determined that individual liability issues predominate (e.g., due to purported variation in
28 shifts, locations, job duties, and other circumstances which could raise individualized questions of

fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

42. Class Counsel considered information, data, and documents obtained from Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiffs having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$5,582,640.00 (168,000 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$33.23, which is based on the average hourly rate of \$22.15). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,953,924.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$488,481.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$146,544.30).

- 1 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
2 be \$3,721,446.40 (168,000 workweeks x 1 hour of unpaid minimum wages x
3 average hourly rate of \$22.15). At this juncture, a discount of 60% was applied to
4 account for the risks associated with obtaining and maintaining class certification
5 (bringing the value of this claim closer to \$1,488,578.56, a discount of 70% was
6 applied to account for the risks associated with succeeding on the merits and
7 establishing liability (bringing the value of this claim closer to \$446,573.57), and a
8 discount of 70% was applied to account for the risks associated with proving the
9 extent of damages and obtaining an award thereof (bringing the value of this claim
10 closer to \$133,972.07).
- 11 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
12 value of this claim was estimated to be \$7,442,892.80 (168,000 workweeks x 2
13 meal period premium x average hourly rate of \$22.15). At this juncture, a discount
14 of 60% was applied to account for the risks associated with obtaining and
15 maintaining class certification (bringing the value of this claim closer to
16 \$2,977,157.12), a discount of 70% was applied to account for the risks associated
17 with succeeding on the merits and establishing liability (bringing the value of this
18 claim closer to \$893,147.14), and a discount of 70% was applied to account for the
19 risks associated with proving the extent of damages and obtaining an award thereof
20 (bringing the value of this claim closer to \$267,944.14).
- 21 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
22 value of this claim was estimated to be \$7,442,892.80 (168,000 workweeks x 2 rest
23 period premiums x average hourly rate of \$22.15). At this juncture, a discount of
24 60% was applied to account for the risks associated with obtaining and maintaining
25 class certification (bringing the value of this claim closer to \$2,977,157.12), a
26 discount of 70% was applied to account for the risks associated with succeeding on
27 the merits and establishing liability (bringing the value of this claim closer to
28 \$893,147.14), and a discount of 70% was applied to account for the risks associated

1 with proving the extent of damages and obtaining an award thereof (bringing the
2 value of this claim closer to \$267,944.14).

3 e. Failure to Timely Pay Wages During Employment: The value of this claim is
4 considered as a part of the valuation of the PAGA claim contained *infra*.

5 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

6 Based on information and data provided by Defendant, it was estimated that
7 approximately 592 Class Members had been terminated during the three-year
8 statute of limitations (i.e., from March 20, 2022). Assuming that these individuals
9 were not timely paid all wages due to them upon termination, the potential value of
10 waiting-time penalties was estimated to be \$3,144,991.07 collectively (592
11 individuals x [30 days x hourly rate of \$22.15 x 8 hours]), or approximately
12 \$5,316.35 per individual. At this juncture, a discount of 60% was applied to account
13 for the risks associated with obtaining and maintaining class certification (bringing
14 the value of this claim closer to \$1,257,996.43), a discount of 70% was applied to
15 account for the risks associated with succeeding on the merits and establishing
16 liability (bringing the value of this claim closer to \$377,398.93), and a discount of
17 70% was applied to account for the risks associated with proving the extent of
18 damages and obtaining an award thereof (bringing the value of this claim closer to
19 \$113,219.68).

20 g. Failure to Provide Compliant Wage Statements: The potential value of this claim
21 was calculated to be \$3,691,911.11 ([923 initial violations x \$50 statutory penalty]
22 + [48,098 subsequent violations x \$100 statutory penalty]). At this juncture, a
23 discount of 55% was applied to account for the risks associated with obtaining and
24 maintaining class certification (bringing the value of this claim closer to
25 \$1,661,360.00), a discount of 70% was applied to account for the risks associated
26 with succeeding on the merits and establishing liability (bringing the value of this
27 claim closer to \$498,408.00), and a discount of 70% was applied to account for the
28 risks associated with proving the extent of damages and obtaining an award thereof

(bringing the value of this claim closer to \$149,522.40).

- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$1,344,000.00 (168,000 workweeks x \$8.00 unreimbursed business expenses). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$537,600.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$161,280.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$48,384.00).
- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$2,146,950.00 (1,101 aggrieved employees estimated to have worked during one-year statutory period x \$1,950 civil penalties). At this juncture a discount of 50% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$1,073,475.00), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$644,085.00), and a discount of 50% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$322,042.50).

43. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

44. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the matter, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 11th day of February 2026, at Glendale, California.



Selena Matavosian

EXHIBIT 1

LAWYERS FOR JUSTICE

January 11, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: INGRAM MICRO INC.

Dear Representative:

We have been retained to represent Ronald Stone against Ingram Micro Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “IMI”) for violations of California wage-and-hour laws. Mr. Stone seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Stone seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

IMI employed Mr. Stone as an hourly-paid, non-exempt employee from approximately October 2017 to approximately February 2022, in the State of California.

The “aggrieved employees” that Mr. Stone may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, IMI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001.

IMI required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, completing COVID screening protocol, waiting in line to clock-in and/or clock-out, and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Stone and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Stone and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, IMI required Mr. Stone and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. During the relevant time period, IMI failed to pay Mr. Stone and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, IMI failed to pay Mr. Stone and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, IMI did not provide Mr. Stone and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from IMI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Stone and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Stone and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Stone and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Stone and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Stone and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, IMI failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Stone and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, IMI did not provide Mr. Stone and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, IMI failed to pay Mr. Stone and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Stone and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, IMI failed to pay Mr. Stone and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Stone and

the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Stone and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by IMI. These costs include, but are not limited to, the use of a personal phone for work-related tasks and the use of mileage on a personal vehicle for work-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Stone seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in blue ink, appearing to read 'cgalaja', with a long, sweeping horizontal line extending to the right.

Christina Galajan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ingram Micro Inc.
c/o C T Corporation System
Agent for Service of Process
330 North Brand Blvd.,
Glendale, CA 91203

EXHIBIT 2



March 28, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: INGRAM MICRO INC.; BRIGHTPOINT NORTH AMERICA L.P.

Dear Representative:

We have been retained to represent Gabriella Tolosa against Ingram Micro Inc., and Brightpoint North America L.P. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Ingram Micro”) for violations of California wage-and-hour laws. Ms. Tolosa seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Tolosa seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ingram Micro employed Ms. Tolosa as an hourly-paid, non-exempt employee in the State of California. Ms. Tolosa is an “aggrieved employee” as defined by California Labor Code section 2699 because she was employed by Ingram Micro and she suffered one or more of the alleged violations, as demonstrated below.

The “aggrieved employees” that Ms. Tolosa may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Ingram Micro has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Ingram Micro required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, completing COVID screening protocol, waiting in line to clock-in and/or clock-out, and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Tolosa and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Tolosa and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Ingram Micro required Ms. Tolosa and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. During the relevant time period, Ingram Micro failed to pay Ms. Tolosa and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Ingram Micro failed to pay Ms. Tolosa and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Ingram Micro did not provide Ms. Tolosa and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Ingram Micro were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Tolosa and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Tolosa and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Tolosa and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Tolosa and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Tolosa and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Ingram Micro failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Tolosa and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Ingram Micro did not provide Ms. Tolosa and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Ingram Micro failed to pay Ms. Tolosa and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Tolosa and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Ingram Micro failed to pay Ms. Tolosa and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in

which Ms. Tolosa and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Tolosa and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Ingram Micro. These costs include, but are not limited to, the use of a personal phone for work-related tasks and the use of mileage on a personal vehicle for work-related tasks.

Therefore, on behalf of all aggrieved employees, Ms. Tolosa seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Ingram Micro Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd., Ste 700
Glendale, CA 91203

Ingram Micro Inc.
c/o Stephen L. Berry
PAUL HASTINGS LLP
Attorney
695 Town Center Drive
Seventeenth Floor
Costa Mesa, CA 92626

Brightpoint North America L.P.
501 Airtech Pkwy
Plainfield, Indiana 46168

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Class Action and PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) is made by and between Plaintiffs Ronald Stone and Gabriella Tolosa (together, “Plaintiffs”) and Defendant Ingram Micro, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as a “Party.”

1. **DEFINITIONS**

- 1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant entitled *Ronald Stone, et al. vs. Ingram Micro, Inc.*, Superior Court of California for the County of Orange, Case No. 30-2023-01313591-CU-OE-CXC, initiated on March 20, 2023.
- 1.2. “Administrator” means Phoenix Settlement Administrators (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means all persons who are or were previously employed by and worked for Defendant in the State of California and classified as an hourly-paid or non-exempt employee(s) at any time during the PAGA Period.
- 1.5. “Class” means all persons who are or were previously employed by and worked for Defendant in the State of California and classified as an hourly-paid or non-exempt employee(s) at any time during the Class Period.
- 1.6. “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC, and Samuel Wong, Jessica Campbell, and Carolyn Bell of Aegis Law Firm, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and litigation costs and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means all Class Member’s and/or Aggrieved Employees’ identifying information in Defendant’s possession, including each Class Member’s and/or Aggrieved Employees’ last known full name, last-known mailing address, Social Security Number, last known e-mail address (if available), start and end dates of work as a Class Member during the Class Period, and start and end dates of work as an Aggrieved Employee during the PAGA Period.

- 1.9. “Class Member(s)” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from March 20, 2019 through March 14, 2025, or, if applicable, the Alternate End Date pursuant to Paragraph 5.3 of this Agreement.
- 1.13. “Class Representative” means the named Plaintiffs in the Action, Ronald Stone and Gabriella Tolosa.
- 1.14. “Class Representative Service Payment(s)” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action, as well their broader individual release of claims and California Civil Code section 1542 waiver as provided in Paragraph 6.1, below.
- 1.15. “Class Settlement” means the settlement and release of the Released Class Claims.
- 1.16. “Court” means the Superior Court of California, County of Orange.
- 1.17. “Defendant” means Ingram Micro, Inc., the named defendant in the Action.
- 1.18. “Defense Counsel” means Blake R. Bertagna of Paul Hastings LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is “final” as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” or “Final Approval Order” means the Court’s entry of the Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.22. “Gross Settlement Amount” means Two Million Five Hundred Thousand Dollars (\$2,500,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 5.3 below, and includes the Individual Settlement Amount Defendant already paid to certain Class Members through its Individual Settlement Program. The Gross Settlement Amount shall be all in with no reversion to Defendant with no claims form required. The employer’s share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant. The Gross Settlement Amount, after accounting for the Individual Settlement Amount already paid, will be used to pay the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount, calculated in accordance with Paragraph 4.2.4 below.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of the 25% share of the PAGA Penalties, calculated in accordance with Paragraph 4.2.5.1 below.
- 1.25. “Individual Settlement Amount” means the amount of \$609,501.46 which Defendant has already paid to certain Class Members through its Individual Settlement Program.
- 1.26. “Individual Settlement Program” refers to the individual settlement program described in greater detail in Paragraph 2.12.
- 1.27. “Individual Settlement Share” refers to the *pro rata* share of the Individual Settlement Amount certain Class Members received through Defendant’s Individual Settlement Program.
- 1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.30. “LWDA PAGA Payment” means the 75% share of the PAGA Penalties, which shall be paid to the LWDA pursuant to California Labor Code section 2699(i).
- 1.31. “Net Settlement Amount” means the amount available to pay Individual Class Payments to Participating Class Members, and this amount will be the Gross Settlement Amount less (a) the Individual Settlement Amount Defendant already paid to certain Class Members, and (b) the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.32. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.33. “PAGA” means the Private Attorneys General Act, California Labor Code § 2698. *et seq.* Unless otherwise specified, all citations and references to this statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notices were all submitted to the LWDA before June 19, 2024.
- 1.34. “PAGA Notices” means, together, the Stone PAGA Notice and Tolosa PAGA Notice.
- 1.35. “PAGA Pay Period(s)” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which will be calculated by Defendant from its payroll and/or timekeeping records and provided to the Administrator in the Class Data to perform the allocation calculations under this Agreement.
- 1.36. “PAGA Penalties” means the total amount of Four Hundred Fifteen Thousand Dollars (\$415,000.00) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% to the Aggrieved Employees (\$103,750.00) and 75% to LWDA (\$311,250.00) in settlement of PAGA claims.
- 1.37. “PAGA Settlement” means the settlement and release of the Released PAGA Claims.
- 1.38. “PAGA Period” the period from January 11, 2022 through March 14, 2025, or, if applicable, the Alternate End Date pursuant to Paragraph 5.3 of this Agreement.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.40. “Plaintiffs” means, together, Ronald Stone and Gabriella Tolosa, the named plaintiffs in the Action.
- 1.41. “Preliminary Approval” means the Court’s entry of the Order Granting Preliminary Approval of the Settlement.
- 1.42. “Preliminary Approval Order” means the contemplated Order Granting Preliminary Approval of the Settlement.

- 1.43. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.44. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.45. “Released Parties” means: Defendant and any of Defendant’s current and former parents, subsidiaries, predecessors, successors, and holding companies; affiliated companies or entities; and their respective owners, shareholders, members, partners, officers, directors, managers, employees, attorneys, insurers, agents, and assigns.
- 1.46. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Class Settlement, (b) email or mail written objections to the Class Settlement, and/or (c) email or mail challenges to participation in the Individual Settlement Program, and/or the number of Workweeks and PAGA Pay Periods credited. For Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator, the Response Deadline will be extended to the date that is 14 calendar days beyond the original Response Deadline.
- 1.48. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. “Workweek(s)” means any week during which a Class Member worked for Defendant at least one day during the Class Period, which will be calculated by Defendant from its payroll and/or timekeeping records and provided to the Administrator in the Class Data to perform the allocation calculations under this Agreement.

2. RECITALS

- 2.1. On January 11, 2023, Plaintiff Ronald Stone provided written notice to the LWDA and Defendant regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that he alleges Defendant violated (“Stone PAGA Notice”).
- 2.2. On March 20, 2023, Plaintiff Ronald Stone filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the Court, thereby seeking civil penalties for violations of the California Labor Code, including for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due during employment; (7) failure to pay all wages due upon

separation of employment; (8) failure to keep complete and accurate payroll records; and (9) failure to reimburse necessary business-related expenses and costs.

- 2.3. On September 11, 2023, Plaintiff Estela Lopez provided written notice to the LWDA and Defendant Brightpoint North America LP regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that she alleges Defendant Brightpoint North America LP violated.
- 2.4. On September 11, 2023, Plaintiff Estela Lopez filed a Class Action Complaint against Defendants Ingram Micro Inc. and CEVA Contract Logistics U.S., Inc. (erroneously sued as Brightpoint North America LP), thereby commencing the action entitled *Estela Lopez v. Brightpoint North America LP, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2321950, pleading causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; and (7) violation of Business and Professions Code § 17200, *et seq.* (the “Lopez Class Action”).
- 2.5. On November 20, 2023, Plaintiff Estela Lopez filed a separate representative action Complaint against Defendants Ingram Micro Inc. and CEVA Contract Logistics U.S., Inc. (erroneously sued as Brightpoint North America LP), thereby commencing the action entitled *Estela Lopez v. Brightpoint North America LP, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2328620, thereby seeking civil penalties for the same alleged violations upon which she premised her class action complaint (the “Lopez PAGA Action”).
- 2.6. On March 28, 2024, Plaintiff Gabreilla Tolosa provided written notice to the LWDA and Defendant regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that she alleges Defendant violated (“Tolosa PAGA Notice”).
- 2.7. On March 29, 2024, Plaintiff Ronald Stone filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (11) Violation of

California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004).

- 2.8. On June 18, 2024, Plaintiff Ronald Stone filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant, thereby adding Plaintiff Gabreilla Tolosa as an additional named plaintiff and proposed class representative (the “Operative Complaint”).
- 2.9. On May 9, 2025, Plaintiff Estela Lopez provided an amended written notice to the LWDA and Defendant regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that she alleges Defendant violated.
- 2.10. Defendant denies the allegations in the Operative Complaint, as well as in the Lopez Class Action and Lopez PAGA Action, denies any failure to comply with the laws identified by Plaintiffs, and denies any and all liability for any of the causes of action alleged.
- 2.11. On December 19, 2024, the Parties in the Action, and the Parties in the Lopez Class Action and Lopez PAGA Action participated in an all-day mediation presided over by mediator Lynn S. Frank, Esq., an experienced mediator of class action disputes. The matter did not settle at mediation, but the Parties maintained settlement discussions while litigation continued, and were ultimately successful in reaching this Settlement. On or around March 14, 2025, the Parties in the Action, and the Parties in the Lopez Class Action and Lopez PAGA Action, entered into a Mediator’s Proposal.
- 2.12. On January 24, 2025, Defendant initiated an Individual Settlement Program, thereby mailing putative class members a packet offering to settle their claims against Defendant. Each packet contained (1) an offer letter providing information about this Action, other cases in which the recipient could be a putative class member, and the Individual Settlement Program; (2) answers to anticipated questions about the Individual Settlement Program; (3) the applicable release; (4) a link to the Operative Complaint; and (5) a check to cash if the recipient opted to accept Defendant’s offer. As of the date of this Agreement, 1,268 recipients (roughly 81% of the Class) have accepted settlement through the Individual Settlement Program, resulting in Defendant paying \$609,501.46 to that group.
- 2.13. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, information relating to the employees in the putative Class Members and purportedly aggrieved employees, the number of Workweeks during the Class Period, the number of PAGA Pay Period during the PAGA Period, and meal and rest premiums paid during the Class Period and PAGA Period. Class Counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

- 2.14. The Court has not granted class certification.
- 2.15. The Parties, Class Counsel, and Defense Counsel represent that they are aware of the Lopez Class Action and Lopez PAGA Action, pending matters or actions asserting claims that will or may be extinguished or affected by the Settlement.

3. LOPEZ ACTION

- 3.1. Plaintiff Lopez has agreed to file for dismissal with prejudice of Ingram Micro Inc. as a named defendant in both the Lopez Class Action and Lopez PAGA Action, which counsel for Plaintiff Estela Lopez has agreed to request within 10 calendar days of this Court granting Preliminary Approval. If such dismissal is not requested and granted, Defendant may elect to withdraw from and cancel this Settlement, and the Parties agree that, if Defendant exercises this option, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement.

4. MONETARY TERMS

- 4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 5.3 below, Defendant promises to pay Two Million Five Hundred Thousand Dollars (\$2,500,000.00), and no more, as the Gross Settlement Amount. The Gross Settlement Amount includes the Individual Settlement Amount Defendant already paid to certain Class Members through their Individual Settlement Program. Defendant also promises to separately pay any and all employer payroll taxes owed on the Wage Portion (defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 4.2. Payments from the Gross Settlement Amount. Defendant has already paid \$609,501.46 to certain Class Members through the Individual Settlement Program. The Administrator will make and deduct the following further payments from the remaining Gross Settlement Amount (*i.e.* \$1,890,498.54), in the amounts specified by the Court in the Final Approval:
- 4.2.1 To Plaintiffs: Class Representatives Service Payment to each Class Representative of not more than \$10,000 per Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and/or Aggrieved Employees). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any

Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payments.

- 4.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent of the Gross Settlement Amount, which is currently estimated to be \$875,000.00 (if the Gross Settlement Amount remains \$2,500,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Final Approval motion, Plaintiffs and Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 4.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$16,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- 4.2.4 To Each Participating Class Member: The Individual Class Payments means the portion of the Net Settlement Amount distributable to each Class Member. The Individual Settlement Payments will be calculated as follows:
- (1) "Total Workweeks Worked" will be the total number of Workweeks worked by all Class Members during the Class Period according to Defendant's records. "Individual Workweeks Worked" will be the total number of Workweeks worked by an individual Class Member during the Class Period according to Defendant's records.

(2) “The Individual Class Payment” will be based on a ratio of the Total Workweeks Worked to the Individual Workweeks Worked, calculated by dividing the Net Settlement Amount by the Total Workweeks Worked of all Participating Class Members, and multiplying this result by each Participating Class Members’ Individual Workweeks Worked, and then, for any Class Member who also participated in the Individual Settlement Program, giving Defendant a credit for the gross amount of the Individual Settlement Share previously paid to that individual. If a Class Member’s Individual Settlement Share is greater than their calculated Individual Class Payment, they will receive no additional payment but will have no liability or obligation to return any portion of their Individual Settlement Share or pay any funds into the Gross Settlement Amount.

4.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (excluding any portion of the share of the PAGA Penalties) (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and non-wage statutory damages (excluding any portion of the share of the PAGA Penalties) (the “Non-Wage Portion”). The Non-Wage Portion and PAGA Penalties are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2 Tax Treatment of Individual Settlement Share. Class Members who negotiated the check representing his or her Individual Settlement Share have received an IRS 1099 Form. The entirety of his or her Individual Settlement Share has been reported on that IRS 1099 Form. Class Members who participated in the Individual Settlement Program bear full responsibility and liability for any taxes owed on their Individual Settlement Share.

4.2.4.3 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

4.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$415,000.00 to be paid from the Gross Settlement Amount, with 75% (\$311,250.00) allocated to the LWDA PAGA Payment and 25% (\$103,750.00) allocated to the Individual PAGA Payments.

4.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$103,750.00) by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4.2.5.3 Single Check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Class Payment and Individual PAGA Payment.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1. Class Members' Workweeks and Aggrieved Employees' PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 1,567 Class Members who collectively worked a total of nearly 168,000 Workweeks during the Class Period. However, approximately 1,268 Class Members have participated in Defendant's Individual Settlement Program, covering approximately 152,875 Workweeks worth of claims. Accordingly, there are approximately 299 Class Members, and 15,125 Workweeks, for which Defendant's Individual Settlement Program has not secured releases. Based on a review of its records to date, Defendant also estimates that there are approximately 1,101 Aggrieved Employees who collectively worked a total of nearly 56,460 PAGA Pay Periods during the PAGA Period.

5.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to

provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reach an agreement regarding reconstructing or otherwise resolving any issues related to missing or omitted Class Data.

- 5.3. Escalator Provision. The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Workweeks as stated above in Paragraph 5.1. If the total number of Workweeks increases by more than 10% (i.e., more than 184,800 Workweeks) as of March 14, 2025, then Defendant shall have the election to either: (a) cut off the Class Period and PAGA Period as of the date the 184,800 Workweek threshold is reached and such date shall be referred to as the "Alternate End Date," or (b) proportionally increase the Gross Settlement Amount by the number of Workweeks in excess of 184,800 (e.g., if the threshold of 184,800 Workweeks is exceeded by 1% to 186,648 Workweeks, the Gross Settlement Amount shall increase by 1%, or \$25,000.00).
- 5.4 Funding of Gross Settlement Amount. Within 10 days after the Court grants Final Approval, the Settlement Administrator will provide Defendant with wire transfer information and the amount of the employers' share of payroll taxes. Defendant has already paid \$609,501.46 to certain Class Members through the Individual Settlement Program. Defendant shall fully fund the amount of the Gross Settlement Amount remaining (i.e., \$1,890,498.54), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 60 days of Final Approval or the Effective Date, whichever is later.
- 5.5 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will transmit payments for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 5.5.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

PAGA Payments to all Aggrieved Employees including, *inter alia*, Non-Participating Class Members who qualify as Aggrieved Employees and Class Members for whom Class Notice was returned undelivered, who qualify as Aggrieved Employees. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, if applicable. Before mailing any checks, for only those Class Members for whom the Class Notice was returned undelivered and for whom an alternate address was not located by way of a skip-trace performed earlier by the Settlement Administrator, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 5.5.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the National Change of Address Database search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date, in which case the re-issued check would be valid until the later of the 180-day check cashing period or the date that is fifteen (15) days from the date of re-issuance, whichever is later.
- 5.5.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to Inclusion Matters by Shane's Inspiration, a nonprofit disabled children's advocacy and support organization, which qualifies for a *cy pres* distribution under Civil Procedure Code section 384(b) (the "*Cy Pres* Recipient"); provided, however, that in the event the total amount of uncashed checks exceeds \$50,000.00, the uncashed fund amount shall be equally divided and paid to those Participating Class Members who cashed their initial checks, with any uncashed second checks being distributed to the California State Controller's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee. If the *Cy Pres* Recipient is not approved by the Court, all uncashed checks shall be distributed to the California State Controller's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee, and in their respective payment amount, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd.

(b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient.

5.5.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and Judgment is final, Plaintiffs, Participating Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows:

6.1. Plaintiffs' Releases. In consideration of their respective Class Representative Service Payments, Individual Class Payments, and the other terms and conditions of the Settlement, Plaintiffs Ronald Stone and Gabriella Tolosa hereby release any and all of their known and unknown claims against Defendant, and any of Defendant's present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (collectively, "Plaintiffs' Releases"). Plaintiffs Ronald Stone and Gabriella Tolosa understand and agree that this release includes a good-faith compromise of disputed wage claims.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Releases, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2. Released Class Claims by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release and discharge the Released Parties of any and all claims that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,

restitution, or equitable relief for violations of the California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226(a), 226.3, 226.7, 233, 246, 510, 512(a), 516, 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages; (b) failure to provide proper meal periods and to properly provide premium pay in lieu thereof, including payments equivalent to one hour of the employee's regular rate of pay for missed meal periods and alleged non-payment of wages for meal periods worked and not taken; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) all claims for the alleged failure to include required remuneration when calculating an employee's regular rate of pay (including overtime and meal/rest period premiums); (e) failure to reimburse all reasonable and necessary business expenses; (f) failure to provide complete, accurate, and/or itemized wage statements and maintain payroll records; (g) failure to timely pay wages during employment; (h) failure to timely pay wages upon termination of employment and associated waiting time penalties, (i) failure to provide a day of rest, (j) failure to pay reporting time pay, (k) failure to pay split shift pay; (l) failure to provide pay sick leave; (m) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (n) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (o) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the "Released Class Claims"). The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims. Except as set forth in Paragraph 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 6.3 Released PAGA Claims by Aggrieved Employees. The State of California with respect to all Aggrieved Employees, including and not limited to, Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226(a), 226.3, 226.7, 233, 246, 510, 512(a), 516, 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and California Industrial Welfare

Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages; (b) failure to provide proper meal periods and to properly provide premium pay in lieu thereof, including payments equivalent to one hour of the employee's regular rate of pay for missed meal periods and alleged non-payment of wages for meal periods worked and not taken; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) all claims for the alleged failure to include required remuneration when calculating an employee's regular rate of pay (including overtime and meal/rest period premiums); (e) failure to reimburse all reasonable and necessary business expenses; (f) failure to provide complete, accurate, and/or itemized wage statements and maintain payroll records; (g) failure to timely pay wages during employment; (h) failure to timely pay wages upon termination of employment and associated waiting time penalties, (i) failure to provide a day of rest, (j) failure to pay reporting time pay, (k) failure to pay split shift pay; and (l) failure to provide pay sick leave (collectively, the "Released PAGA Claims").

7. **PROPOSED THIRD AMENDED COMPLAINT FOR SETTLEMENT PURPOSES ONLY.** For settlement purposes only, Plaintiffs may file a Third Amended Complaint ("TAC") in this Action. The TAC shall:

- a. be filed only after execution of this Agreement and contemporaneously with (or after) the filing of the motion for preliminary approval;
- b. be filed solely to conform the pleadings to the Released Class Claims and Released PAGA Claims, and to support the Court's certification of the Class and approval of this Agreement;
- c. not add new claims, theories, causes of action, damages, penalties, factual allegations, or class definitions beyond those encompassed within this Agreement; and
- d. be in the form attached hereto as **Exhibit B**, or such other form mutually approved in writing by Counsel for the Parties.
- e. Defendant shall have no obligation to file a responsive pleading or motion to the TAC, and Plaintiffs shall not seek entry of default based on the TAC, unless and until (i) this Agreement is terminated, or (ii) final approval is denied or reversed. Any time to respond is stayed through entry of Judgment (and, if your agreement uses it, the Effective Date).

Defendant expressly denies all allegations in the TAC and does not admit any wrongdoing or liability. Filing of the TAC shall not create any obligation, liability, or waiver beyond those expressly set forth in this Agreement.

8. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

- 8.1. **Defendant's Declaration in Support of Preliminary Approval.** Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class

Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declaration, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than those noted in Paragraph 2.15 above.

8.2. Plaintiffs' Responsibilities.

8.2.1 Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with any Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, as well as its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699, subd. (l)(1)), this Agreement (California Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (viii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; and (ix) the TAC referenced in Section 7, in the form attached hereto as **Exhibit B**, or such other form mutually approved in writing by Counsel for the Parties. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than those noted in Paragraph 2.15 above.

8.2.2 Pursuant to the PAGA, Plaintiffs will also submit a copy of this Agreement to the LWDA on the same day they file the Motion for Preliminary Approval. The Parties intend and believe that providing

notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and will request the Court to adjudicate the validity of the PAGA Notices in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

- 8.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 8.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Payment, and/or Administration Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

9. SETTLEMENT ADMINISTRATION

- 9.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 9.2. Employer Identification Number. The Administrator shall establish an Employer Identification Number for the Qualified Settlement Fund and use that, for purposes of reporting payroll tax withholdings to state and federal tax authorities. Defendant's Employer Identification Number and Defendant's information will be used to calculate Defendant's share of payroll taxes.
- 9.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

9.4 Notice to Class Members.

- 9.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 9.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.
- 9.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 9.4.4 The deadlines for Class Members to submit a written objection to the Class Settlement, challenge to Workweeks and/or PAGA Pay Periods, and/or Request for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 9.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

9.5 Requests for Exclusion (Opt-Outs).

- 9.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.
- 9.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 9.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release and Aggrieved Employees' release under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.
- 9.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class Settlement. Because future PAGA claims belong to the State of California and are thus subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. However, any Non-Participating Class Member who negotiated the check representing his or

her Individual Settlement Share will remain bound by his or her release of claims through Defendant's Individual Settlement Program.

9.6 Challenges to Participation in Individual Settlement Program and/or Calculation of Workweeks and/or PAGA Pay Period. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge whether he or she participated in the Individual Settlement Program by cashing or otherwise depositing the check representing their Individual Settlement Share, and/or the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. For the avoidance of doubt, the Parties agree that Class Members who challenge whether they participated in the Individual Settlement Program by cashing or depositing the individual payment they received cannot use such a challenge to nullify their release of claims through the Individual Settlement Program. The Class Member may mount these challenges by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that (1) the Class Member did participate in the Individual Settlement Program; and/or (2) the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's participation in the Individual Settlement Program, as well as allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to participation in the Individual Settlement Program, as well as the calculation of Workweeks and/or PAGA Pay Periods, to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

9.7 Objections to the Class Settlement

9.7.1 Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

9.7.2 Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

9.7.3 Non-Participating Class Members have no right to object to the Class Settlement.

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

9.8.1 Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members on its website, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval and the Final Approval. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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

9.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to participation in the Individual Settlement Program, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include and provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

9.8.4 Workweek and/or PAGA Pay Period, and Participation in Individual Settlement Program Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over their participation in the Individual Settlement Program, as well as the calculation of Workweeks and/or PAGA Pay Periods. In the event of such a dispute, Defendant will have the right to review Defendant’s payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class

Member, and Defendant, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.

- 9.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Class Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 9.8.6 Final Calculations Prior to Disbursing Funds. Within seven (7) days after the Effective Date, the Settlement Administrator will provide Class Counsel and Defense Counsel with the following information for each Class Member: (a) whether the Class Member opted-out or objected to the Class Settlement; (b) the number of Workweeks used to calculate the Individual Class Payment or, alternatively, whether the Class Member participated in Defendant's Individual Settlement Program; (c) the number of PAGA Pay Periods use to calculate the Individual PAGA Payment, if any; (d) the amount of the Individual Class Payment; and (e) the amount of the Individual PAGA Payment.
- 9.8.7 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- 9.8.8 Tax Obligations. The Settlement Administrator will, on Defendant's behalf and using funds provided by Defendant for that purpose, remit all federal and state withholding and employer-side payroll taxes required by law on the Wage Portion of the Individual Class Payments and will issue all required Forms W-2 and 1099. Nothing in this Agreement alters Defendant's obligations under applicable tax laws.

10. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion from the Class Settlement identified in the Exclusion List exceeds 2% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw, in writing, not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will—subject to Defendant’s review and approval—file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under California Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, including the allocations set forth in this Agreement, as may be adjusted by the Court consistent with Sections 4.2 and 11.2,

the Parties, their respective counsel, and all Participating Class Members who did not object to the Class Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged. Further, any release secured through the Individual Settlement Program will remain valid and binding notwithstanding an appellate decision to vacate, reverse, or modify the Judgment.

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

13. **ADDITIONAL PROVISIONS.**

13.1 Notice of the Final Approval Order and Judgment. The Parties shall provide the Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Administrator shall post the Final Approval Order and Judgment on its website for 60 calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

13.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative

treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement (or the negotiations leading to this Agreement) directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; or (5) as required to be disclosed and/or submitted to the LWDA by the PAGA statute. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15 Limited Use of Class Information. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the data regarding the Class provided to Class Counsel by Defendant or the Administrator in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be

used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Within 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Class Counsel shall destroy or, at Defendant's written election, return all Class Data received from Defendant or the Administrator, except to the extent retention is required by applicable law or ethical rules.

- 13.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To **LAWYERS *for* JUSTICE, PC**
Plaintiffs: c/o Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
450 North Brand Boulevard, Suite 900
Glendale, CA 91203

E-Mail:
arby@calljustice.com
joanna@calljustice.com
yasmin@calljustice.com
selena@calljustice.com

AEGIS LAW FIRM, PC
c/o Samuel Wong
Jessica Campbell
Carolyn Bell
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

E-Mail:
swog@aegislawfirm.com
jcampbell@aegislawfirm.com

cbell@aegislawfirm.com

To **PAUL HASTINGS LLP**
Defendant: c/o Blake R. Bertagna
1920 Main Street, Suite 400
Irvine, California 92614

E-Mail:
blakebertagna@paulhastings.com

- 13.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Moreover, DocuSign, facsimile and scanned copies of signatures shall be accepted as valid and binding.
- 13.20 Severability. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 7.4, 9, and 10.2 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.
- 13.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon signing this Agreement, they stipulate pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring the Action to trial under section 583.310 for the entire period of this settlement process.

PLAINTIFF RONALD STONE

Signature:  Electronically Signed: 02/10/2026 11:03:02-27 UTC - 104.28.111.141
Nintex AssureSign® 14-22001-6000-43ef-01a2-63ee00124941

Date: 02/10/2026

PLAINTIFF GABRIELLA TOLOSA

Signature: _____

Date: _____

LAWYERS *for* JUSTICE, PC

Arby Aiwanian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian

cbell@aegislawfirm.com

To **PAUL HASTINGS LLP**
Defendant: c/o Blake R. Bertagna
1920 Main Street, Suite 400
Irvine, California 92614

E-Mail:
blakebertagna@paulhastings.com

- 13.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Moreover, DocuSign, facsimile and scanned copies of signatures shall be accepted as valid and binding.
- 13.20 Severability. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 7.4, 9, and 10.2 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.
- 13.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon signing this Agreement, they stipulate pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring the Action to trial under section 583.310 for the entire period of this settlement process.

PLAINTIFF RONALD STONE

Signature: _____

Date: _____

PLAINTIFF GABRIELLA TOLOSA

Signature: _____

Electronically Signed
2026-02-11 18:35:08 UTC - 200.68.189.189
Gabriella Tolosa
Nintex AssureSign®
00040304-6010-4021-a726-93ee0130fed1

02/11/2026

Date: _____

LAWYERS *for* JUSTICE, PC

Arby Aiwanian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian

Attorneys for Plaintiffs Ronald Stone & Gabriella Tolosa

Signature:  _____

Date: February 11, 2026

AEGIS LAW FIRM, PC

Samuel Wong
Jessica Campbell
Carolyn Bell

Attorneys for Plaintiffs Ronald Stone & Gabriella Tolosa

Signature:  _____

Date: 2/11/2026

DEFENDANT INGRAM MICRO INC.

Print Name: _____

Date: _____

Title: _____

Signature: _____

PAUL HASTINGS LLP

Blake R. Bertagna
Attorneys for Defendant Ingram Micro, Inc.

Signature: _____

Date: _____

Attorneys for Plaintiffs Ronald Stone & Gabriella Tolosa

Signature: _____

Date: _____

AEGIS LAW FIRM, PC

Samuel Wong

Jessica Campbell

Carolyn Bell

Attorneys for Plaintiffs Ronald Stone & Gabriella Tolosa

Signature: _____

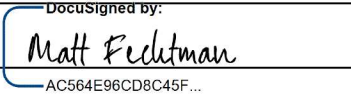
Date: _____

DEFENDANT INGRAM MICRO INC.

Print Name: Matt Fechtman

Date: 2026-Feb-09

Title: Vice President & AGC - US

Signature:  AC564E96CD8C45F...

PAUL HASTINGS LLP

Blake R. Bertagna

Attorneys for Defendant Ingram Micro, Inc.

Signature: Blake Bertagna

Date: February 10, 2026

Exhibit A

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

Ronald Stone, et al. vs. Ingram Micro, Inc.
Superior Court of the State of California, County of Orange
Case Number 30-2023-01313591-CU-OE-CXC

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

You may be eligible to receive money from the above-referenced class and representative action lawsuit (“Action”) against Ingram Micro, Inc. (“Ingram Micro” or “Defendant”) for alleged wage and hour violations. The Action was filed by former employees of Defendant, Ronald Stone and Gabriella Tolosa (together, the “Plaintiffs”) (collectively with Defendant, the “Parties”), and seeks payment of (1) back wages and other relief for a Class defined as: all persons who are or were previously employed by and worked for Defendant in the State of California and classified as an hourly-paid or non-exempt employee(s) at any time during the Class Period (the period from March 20, 2019 through [March 14, 2025, or, if applicable, the Alternate End Date pursuant to Paragraph 5.3 of the Settlement Agreement]) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees defined as: all persons who are or were previously employed by and worked for Defendant in the State of California and classified as an hourly-paid or non-exempt employee(s) at any time during the PAGA Period (the period from January 11, 2022 through [March 14, 2025, or, if applicable, the Alternate End Date pursuant to Paragraph 5.3 of the Settlement Agreement]) (“Aggrieved Employee(s)”). Defendant strongly denies the allegations in the Action, contends it complied with all applicable laws, and does not admit any wrongdoing or liability by entering into this Settlement. The Court has not ruled on the merits of Plaintiffs’ claims.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). The “Class Settlement” means the settlement and release of the Released Class Claims. The “PAGA Settlement” means the settlement and release of the Released PAGA Claims.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you are not an Aggrieved Employee and did not work during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and you **worked [REDACTED] PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or more

PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

Defendant previously offered certain individuals an Individual Settlement Program (“ISP”). If Defendant’s records show you participated in that program, any amount previously paid to you may reduce (or eliminate) the additional Individual Class Payment you receive under this Settlement, as described in Section 4. If you disagree with whether you participated or the amount credited, you may submit a challenge as described in Section 4. If you accepted the Individual Settlement Program offer, you remain bound by the terms of that separate Individual Settlement Program release, regardless of whether you participate in or opt out of this Settlement.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) Do Nothing. You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert, pursue, or otherwise adjudicate the Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement only (opt-out) by submitting a timely and valid written Request for Exclusion or otherwise notifying the Administrator in writing. See **Section 6** of this Notice. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant to the extent you have not previously released those claims (including through the Individual Settlement Program, if applicable), and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member and you will be eligible for an Individual Class Payment and/or Individual PAGA Payment (if any). If you previously accepted Defendant's Individual Settlement Program offer, you remain bound by the terms of that separate ISP release, if applicable. In exchange, you will give up your right to assert, pursue, or otherwise adjudicate the Released Class Claims and/or Released PAGA Claims against Defendant that are covered by this Class Settlement, as defined below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [response deadline].	If you don't want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement only by sending the Administrator a timely and valid Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. By opting out, you preserve your right to pursue Released Class Claims only to the extent you have not previously released those claims, including through Defendant's Individual Settlement Program, if applicable. Non-Participating Class Members cannot object to any portion of the proposed Class Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [response deadline].	Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [final approval hearing date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [final approval hearing] at [time]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks and/or PAGA Pay Periods Written Challenges Must be Submitted by [response deadline].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges that Defendants violated California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by the following attorneys in the Action ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Samuel Wong
Jessica Campbell
Carolyn Bell
Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Tel: (949) 379-6250 / Fax: (619) 599-8291

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

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

In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator, Lynn S. Frank, Esq., in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Defendant have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$2,500,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Gross Settlement Amount includes the Individual Settlement Amount of \$609,501.46 which Defendant already paid to certain Class Members through their Individual Settlement Program. Defendant shall fully fund the remaining Gross Settlement Amount (*i.e.* \$1,890,498.54) into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than ten (10) calendar days after the judgment entered by the Court becomes final.
2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$875,000.00 (35% of the Gross Settlement Amount) to Class Counsel, if the Gross Settlement Amount remains \$2,500,000.00, for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 each to Plaintiffs (for a total of \$20,000.00) as Class Representative Service Payments for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment as a Class Member and Aggrieved Employee.
 - c. Up to \$16,000.00 to the Administrator for services administering the Settlement.

- d. Up to \$415,000.00 for PAGA Penalties, allocated as 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods during the PAGA Period.
- e. The amount of \$609,501.46 which Defendant has already paid to certain Class Members through its Individual Settlement Program (“Individual Settlement Amount”).

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

- 3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their number of Workweeks worked during the Class Period.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and non-wage statutory damages. (“Non-Wage Portion”). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. This tax allocation applies only to payments made under this Settlement and does not change the tax treatment of any amounts previously paid under the Individual Settlement Program.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to Inclusion Matters by Shane’s Inspiration, a non-profit disabled children’s advocacy and support organization.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, by email or mail, not later than **[response deadline]**.

that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **[response deadline]**. The Request for Exclusion should be a letter from a Class Member or his/her representative and must: (a) contain the case name and number of the Action; (b) be signed by you or your authorized representative; (c) contain your full name, mailing address, and email address or telephone number; and (d) clearly state that you do not wish to be included in the Class Settlement. Class Member who opt-out of the Class Settlement (“Non-Participating Class Members”) will not receive an Individual Class Payment, but will preserve their rights to personally pursue wage and hour claims against Defendant to the extent not previously released (including through the Individual Settlement Program, if applicable).

You cannot opt-out of the PAGA Settlement. Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA Claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any additional money under this Settlement, and Class Members and Aggrieved Employees will not become bound by any releases under this Settlement. This does not affect any prior individual settlement(s) and release(s), including the Individual Settlement Program, if applicable.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion, objections to the Class Settlement, and/or challenges to Workweeks and/or PAGA Pay Periods. The Administrator will also decide challenges regarding Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
9. Participating Class Members’ Release of Released Class Claims. After the Judgment is final and Defendant has fully funded the entire Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or the Released Parties for the Released Class Claims.

“Released Parties” means Defendant and any of Defendant’s current and former parents, subsidiaries, predecessors, successors, and holding companies; affiliated companies or entities; and their respective owners, shareholders, members, partners, officers, directors, managers, employees, attorneys, insurers, agents, and assigns.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release and discharge the Released Parties of any and all claims that were alleged, or that reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226(a), 226.3, 226.7, 233, 246, 510, 512(a), 516, 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, et seq. for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages; (b) failure to provide proper meal periods and to properly provide premium pay in lieu thereof, including payments equivalent to one hour of the employee's regular rate of pay for missed meal periods and alleged non-payment of wages for meal periods worked and not taken; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) all claims for the alleged failure to include required remuneration when calculating an employee's regular rate of pay (including overtime and meal/rest period premiums); (e) failure to reimburse all reasonable and necessary business expenses; (f) failure to provide complete, accurate, and/or itemized wage statements and maintain payroll records; (g) failure to timely pay wages during employment; (h) failure to timely pay wages upon termination of employment and associated waiting time penalties, (i) failure to provide a day of rest, (j) failure to pay reporting time pay, (k) failure to pay split shift pay; (l) failure to provide pay sick leave; (m) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (n) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (o) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief in the Operative Complaint (collectively, the "Released Class Claims").

10. Aggrieved Employees' Release of Released PAGA Claims. After the Judgment is final and Defendant has fully funded the entire Gross Settlement Amount (and separately paid all employer payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant and the Released Parties for the Released PAGA Claims.

The Aggrieved Employees' Release is as follows:

The State of California with respect to all Aggrieved Employees, including and not limited to, Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226(a), 226.3, 226.7, 233, 246, 510, 512(a), 516, 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and California Industrial Welfare Commission Wage Orders for: (a) failure to pay all wages owed, including minimum, regular, and overtime wages; (b) failure to provide proper meal periods and to properly provide premium pay in lieu thereof, including payments equivalent to one hour of the employee's regular rate of pay for missed meal periods and alleged non-payment of wages for meal periods worked and not taken; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) all claims for the alleged failure to include required remuneration when calculating an employee's regular rate of pay (including overtime and meal/rest period premiums); (e) failure to reimburse all reasonable and necessary business expenses; (f) failure to provide complete, accurate, and/or itemized wage statements and maintain payroll records; (g) failure to timely pay wages during employment; (h) failure to timely pay wages upon termination of employment and associated waiting time penalties, (i) failure to provide a day of rest, (j) failure to pay reporting time pay, (k) failure to pay split shift pay; and (l) failure to provide pay sick leave (collectively, the "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member, and then, for any Class Member who also participated in the Individual Settlement Program, giving Defendant a credit for the gross amount previously paid to that individual through the Individual Settlement Program. If the credit exceeds your calculated Individual Class Payment, you will receive no additional Individual Class Payment, and you will not be required to return any amounts previously paid under the Individual Settlement Program.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of

PAGA Penalties (\$103,750.00) by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods.

3. Workweek/PAGA Pay Period and Participation in Individual Settlement Program Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **response deadline** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you and/or to challenge participation in the Individual Settlement Program and/or the amount of any credit applied based on the Individual Settlement Program. You can submit your challenge by signing and sending a letter to the Administrator via email or mail. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods and its determination of your participation in the Individual Settlement Program based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges and participation in Individual Settlement Program challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

Plaintiff Estela Lopez has agreed to file for dismissal with prejudice of Ingram Micro Inc. as a named defendant in both the actions entitled *Estela Lopez v. Brightpoint North America LP, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2321950 ("Lopez Class Action") and *Estela Lopez v. Brightpoint North America LP, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2328620 ("Lopez PAGA Action"), which counsel for Plaintiff Estela Lopez has agreed to request within 10 calendar days of this Court granting Preliminary Approval. If such dismissal is not requested and granted, Defendant may elect to withdraw from and cancel this Settlement, and the Parties agree that, if Defendant exercises this option, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

To opt out of the Class Settlement, submit a written and signed letter with your name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ronald Stone, et al. vs. Ingram Micro, Inc* (Case No. 30-2023-01313591-CU-OE-CXC), and include your identifying information (full name, address, email address or telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your Request for Exclusion to the Administrator by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for [final approval hearing], Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in **Section 1** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [Administrator URL], or the Court's website at <https://www.occourts.org/online-services/case-access/>.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [response deadline].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Ronald Stone, et al. vs. Ingram Micro, Inc* (Case No. 30-2023-01313591-CU-OE-CXC), and include your name, current address, email address or telephone number, approximate dates of employment for Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [final approval hearing] at [time] in Department [] of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Civil Remote Hearings (<https://www.occourts.org/civil-remote-hearings>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [Administrator URL] or the Court's website at <https://www.occourts.org/online-services/case-access/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [Administrator URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access/>, clicking "Access Now" located to the right of Civil Case & Document Access, accepting the terms, and entering the case number for the Action, Case No. 30-2023-01313591-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center by calling (657) 622-5305.

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

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, depositing, or otherwise negotiating it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To ensure that you receive any payment check that is issued to you as a part of the Settlement, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

RONALD STONE, GABRIELLA TOLOSA,
individually, and on behalf of other members
of the general public similarly situated, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

INGRAM MICRO, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2023-01313591-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Failure to Pay Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Wages, Including, *Inter Alia*, Unpaid Minimum Wages, Regular Wages, and Reporting Time Pay);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records);

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- (9) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair and/or Unlawful Business Practices)
- (11) Violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs RONALD STONE (“Plaintiff STONE”) and GABRIELLA TOLOSA (“Plaintiff TOLOSA”) (collectively, with Plaintiff STONE, as “PLAINTIFFS”), individually, on behalf of other members of the general public similarly situated, and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action and representative action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, including the County of Orange. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Orange.

PARTIES

5. Plaintiff RONALD STONE is an individual residing in the State of California.

6. Plaintiff GABRIELLA TOLOSA is an individual residing in the State of California.

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7. Defendant INGRAM MICRO, INC. at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Orange.

8. At all relevant times, INGRAM MICRO, INC. was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

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

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

11. INGRAM MICRO, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All persons who are or were previously employed by and worked for Defendant in the State of California and classified as an hourly-paid or non-exempt employee(s) at any time during the period of March 20, 2019 to final judgment and who reside in California.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

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

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

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

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur,

costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

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

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

the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay and overtime wages in the same workweek;

- e. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- g. Whether Defendants failed to pay sick time pay to Plaintiffs and the other class members as required by California Labor Code section 246;
- h. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment, including, *inter alia*, reporting time pay;
- j. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- k. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- l. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- m. Whether Defendants failed to provide at least one day of rest in a seven-day work week to Plaintiffs and other class members as required by California Labor Code section 551 and 552;
- n. Whether Defendants' conduct was willful or reckless;

- o. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- p. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- q. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") was applicable to Plaintiffs' employment by Defendants.

19. Unless otherwise specified, all citations and references to the PAGA statute are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to this action, because the notice to the Labor and Workforce Development Agency was provided by Plaintiff STONE on January 11, 2023 and by Plaintiff TOLOSA on March 28, 2024, both of which occurred prior to June 19, 2024. Accordingly, the 2024 amendments do not apply pursuant to California Labor Code section 2699(v)(2), as amended.

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

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

22. Plaintiffs were employed by Defendants and the alleged violations were committed against Plaintiffs during their time of employment and Plaintiffs are, therefore, an aggrieved employee. Plaintiffs and the other employees are "aggrieved employees" as defined

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

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

6 a. The aggrieved employee shall give written notice by certified mail
7 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
8 specific provisions of the California Labor Code alleged to have been
9 violated, including the facts and theories to support the alleged violations.

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

19 24. On January 11, 2023, Plaintiff STONE provided written notice by online
20 submission to the LWDA and by U.S. Certified Mail to Defendant INGRAM MICRO, INC. of
21 the specific provisions of the California Labor Code alleged to have been violated, including the
22 facts and theories to support the alleged violations. Plaintiff STONE did not receive a LWDA
23 Notice within sixty-five (65) calendar days of the date of Plaintiff STONE’s notice. Plaintiff
24 STONE thereafter timely filed the lawsuit entitled *Ronald Stone v. Ingram Micro, Inc.* on March
25 20, 2023, as Case No. 30-2023-01313591-CU-OE-CXC, in Orange County Superior Court.

26 25. On March 28, 2024, Plaintiff TOLOSA provided written notice by online
27 submission to the LWDA and by U.S. Certified Mail to Defendant INGRAM MICRO, INC. of
28 the specific provisions of the California Labor Code alleged to have been violated, including the

1 facts and theories to support the alleged violations. Plaintiff TOLOSA did not receive a LWDA
2 Notice within sixty-five (65) calendar days of the date of Plaintiff TOLOSA's notice.

3 26. Therefore, Plaintiffs have satisfied the administrative prerequisites under
4 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in
5 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
6 226(a), 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
7 2802, and IWC Wage Orders, including, *inter alia*, Wage Order No. 4-2001.

8 **GENERAL ALLEGATIONS**

9 27. At all relevant times set forth herein, Defendants employed Plaintiffs and other
10 persons as hourly-paid or non-exempt employees who worked for any of the Defendants in the
11 State of California including, but not limited to all current and former hourly-paid or non-exempt
12 employees who worked for any of the Defendants within the State of California who earned shift
13 differentials/non-discretionary bonuses/non-discretionary performance pay which was not used
14 to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter
15 collectively referred to as the "other class members").

16 28. Defendants, jointly and severally, employed Plaintiff STONE as an hourly-paid,
17 non-exempt employee from approximately October 2017 to approximately February 2022 in the
18 State of California.

19 29. Defendants, jointly and severally, employed Plaintiff TOLOSA as an hourly-
20 paid, non-exempt employee from approximately February 2020 to approximately January 2023
21 in the State of California.

22 30. Defendants hired Plaintiffs and the other class members and aggrieved
23 employees, classified them as hourly-paid or non-exempt employees, and failed to, *inter alia*,
24 compensate them for all hours worked, and missed, late, short, and/or interrupted meal periods
25 and/or rest breaks.

26 31. Defendants had the authority to hire and terminate Plaintiffs and the other class
27 members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and
28 the other class members' and aggrieved employee's employment, and to supervise their daily

1 employment activities.

2 32. Defendants exercised sufficient authority over the terms and conditions of
3 Plaintiffs' and the other class members' and aggrieved employees' employment for them to be
4 joint employers of Plaintiffs and the other class members and aggrieved employees.

5 33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
6 class members and aggrieved employees.

7 34. Defendants continue to employ hourly-paid or non-exempt employees within the
8 State of California.

9 35. Plaintiffs and the other class members and aggrieved employees worked over
10 eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweek
11 during their employment with Defendants.

12 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 failed to compensate Plaintiffs and other class members and aggrieved employees for all required
14 reporting time pay. Defendants did not compensate Plaintiffs and other non-exempt employees,
15 for at least two hours of work and/or half of their usual scheduled hours at their regular rate of
16 pay when they reported to work but were sent home. Plaintiffs allege that this policy and practice
17 is in violation of the reporting time pay requirements under California law, including Wage
18 Order 4, § 5, and as a result Defendants failed to pay Plaintiffs and other class members and
19 aggrieved employees for all required reporting time pay.

20 37. Plaintiffs are informed and believe, based thereon allege, that Defendants failed
21 to properly pay the regular rate of pay when calculating employees' sick time pay. Instead,
22 Defendants paid Plaintiffs and other class members and aggrieved employees at their base rates
23 of pay for sick time pay earned, in violation of California law.

24 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
26 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
27 to pay them for all wages earned (including, *inter alia*, minimum, regular, overtime, reporting
28 time, and sick pay wages) and for missed, shortened, late, and/or interrupted meal periods, and

missed, shortened, late, and/or interrupted rest breaks in violation of California law.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive certain wages (including, *inter alia*, minimum, regular, overtime, reporting time, and sick pay wages) and that they were not receiving all compensation that was due to them, as a result of, *inter alia*, Defendants' requiring Plaintiffs and the other class members and aggrieved employees to perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate Plaintiffs and the other class members and aggrieved employees for job duties performed before and/or after their scheduled shifts including, but not limited to, tasks related to discussing work, handling work-related issues, responding to work-related calls and texts, picking up loads, closing the warehouse, and completing COVID temperature checks.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay to calculate the regular rate of pay used to calculate premium pay for the payment of overtime wages, meal premiums, and rest premiums, where Plaintiffs and the other class members and aggrieved employees earned non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive/per diem pay and premium pay for overtime wages, meal premiums, and rest premiums in the same workweek.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium pay and penalties. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class members and aggrieved employees. Plaintiffs and the other class members and aggrieved employees were required to perform work during meal periods and rest periods.

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42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a meal period was missed, shortened, late, and/or interrupted and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a meal period was missed, shortened, late, and/or interrupted.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a rest period was missed, shortened, late, and/or interrupted and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, shortened, late, and/or interrupted.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members and aggrieved employees worked off-the-clock performing work duties, Defendants' failing to pay reporting time pay, and Defendants' failing to pay sick time pay.

45. Plaintiffs are informed and believe, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and other class members were entitled to receive reporting time wages and that they did not receive reporting time wages when they reported to work and were provided less than two (2) hours of work and/or less than half their regularly scheduled hours worked, on at least one occasion.

1 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to receive all wages owed to them upon discharge or resignation, including earned
4 but unpaid minimum, regular, overtime, reporting time, sick time wages, and meal and rest
5 period premiums, and they did not, in fact, receive all such compensation owed to them at the
6 time of their discharge or resignation.

7 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members and aggrieved employees
9 were entitled to receive all wages owed to them during their employment. Plaintiffs and the
10 other class members and aggrieved employees did not receive payment of all wages, including
11 minimum, regular, overtime, reporting time, and sick time wages, and meal and rest period
12 premiums, within any time permissible under California Labor Code section 204.

13 48. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
14 the other class members and aggrieved employees were not provided with a day of rest as
15 required by California Labor Code sections 551 and 552, because they regularly worked in
16 excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during
17 workweeks in which they were required to work in excess of six (6) days, without accumulating
18 or being provided the opportunity to take at least one (1) day of rest, and when they accumulated
19 days of rest, they were not actually provided the opportunity to take the equivalent of one (1)
20 day's rest in seven (7) during each calendar month.

21 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members and aggrieved employees
23 were entitled to receive complete and accurate wage statements in accordance with California
24 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
25 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
26 Plaintiffs and the other class members and aggrieved employees, the accurate rates of pay at
27 which Plaintiffs and the class members and aggrieved employees were supposed to be paid, and
28 all meal and rest premiums owed. Additionally, Plaintiffs allege that Defendants issued facially

deficient wage statements because they failed to include the amount of sick hours accrued and available for Plaintiffs and the other class members and aggrieved employees.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records. The deficiencies include, *inter alia*, the failure to include the actual number of hours worked by, and/or other compensation due to, Plaintiffs and the other class members and aggrieved employees, including work required to be performed off-the-clock and as a result of Defendants' requiring employees to report to work and failing to pay reporting time pay and failing to pay sick time pay.

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the use of personal cell phones for business-related purposes, the use of personal vehicles for work-related purposes, and purchasing and maintaining personal protective equipment (PPE), including, *inter alia*, gloves, box cutters, and safety shoes.

52. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other class members and aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so.

53. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs and the other class members and aggrieved employees for all overtime hours worked. Plaintiffs and the other class members and aggrieved employees were required to work more than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive days in a workweek without overtime compensation, at the proper rate, for all overtime hours worked.

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1 54. During the relevant time period, Defendants failed to provide all requisite
2 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
3 employees.

4 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
5 class members and aggrieved employees minimum wages and all compensation earned (e.g., by
6 failing to pay reporting time pay, sick time pay, and meal and rest period premiums).

7 56. During the relevant time period, Defendants failed to pay Plaintiffs and the other
8 class members and aggrieved employees all wages owed to them upon discharge or resignation.

9 57. During the relevant time period, Defendants failed to pay Plaintiffs and the other
10 class members and aggrieved employees all wages within any time permissible under California
11 law, including, inter alia, California Labor Code section 204.

12 58. During the relevant time period, Defendants failed to pay the regular rate of pay
13 when calculating employees' sick time pay.

14 59. During the relevant time period, Defendants required Plaintiffs and the other class
15 members and aggrieved employees to report to work without putting them to work and paying
16 them the requisite reporting time pay. Namely, during the relevant time period, Defendants
17 failed to pay Plaintiffs and other class members and aggrieved employees half the usual or
18 scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of
19 pay for workdays in which Plaintiffs and the other aggrieved employees reported to work and
20 were furnished less than half the usual or scheduled day's work, and Defendants failed to pay
21 Plaintiffs and other class members and aggrieved employees for two (2) hours at the employee's
22 regular rate of pay on days in which Plaintiffs and other class members and aggrieved employees
23 were required to report for work a second time in one workday and were furnished less than two
24 (2) hours of work upon the second reporting.

25 60. During the relevant time period, Defendants failed to provide complete or
26 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

27 61. During the relevant time period, Defendants failed to keep complete or accurate
28 payroll records for Plaintiffs and the other class members and aggrieved employees.

62. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members and aggrieved employees for all necessary business-related expenses and costs.

63. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

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

FIRST CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

65. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

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

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

70. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek, including performing work duties off-the-clock at the direction of Defendants, including, but not limited to, tasks related to discussing work, handling work-related issues, responding to work-related calls and texts, picking up loads, closing the warehouse, and completing COVID temperature checks.

71. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members at all or at the correct rate.

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

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

SECOND CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

74. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 73, and each and every part thereof with the same force and effect as though fully set forth herein.

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

Defendants.

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

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

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

79. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

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

81. During the relevant time period, Plaintiffs and the other class members' meal periods were missed, shortened, taken late, and/or were interrupted and because Defendant required them to perform work duties including, but not limited to, tasks related to discussing

work, handling work-related issues, responding to work-related calls and texts, picking up loads, closing the warehouse, and completing COVID temperature checks, during what should have been a duty-free meal period of not less than thirty (30) minutes.

82. As a result, Defendants failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

83. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

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

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against INGRAM MICRO, INC. and DOES 1 through 100)

87. Plaintiffs incorporate by reference the allegations contained in paragraphs 1

1 through 86, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 88. At all times herein set forth, the applicable IWC Wage Order and California Labor
4 Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by
5 Defendants.

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

9 90. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 91. During the relevant time period, Defendants required Plaintiffs and other class
16 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
17 period per each four (4) hour period worked.

18 92. During the relevant time period, Plaintiffs and the other class members' rest
19 periods were missed, shortened, late, and/or interrupted because Defendants required them to
20 remain on the premises during rest periods and to perform work duties including, but not limited
21 to, tasks related to discussing work, handling work-related issues, responding to work-related
22 calls and texts, picking up loads, closing the warehouse, and completing COVID temperature
23 checks, and Defendants failed to authorize or permit Plaintiffs and the other class members or
24 failed to relinquish control over Plaintiffs' and the other class members' activities in order to
25 take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to
26 six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to
27 ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten
28 (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide

such rest breaks in the middle of each work period.

93. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods. For example, throughout their employment with Defendants, although Plaintiffs were not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, they were not provided with rest period premium payments.

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

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

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

FOURTH CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

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

99. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, regular wages, overtime wages, meal and rest premiums, sick time pay, and reporting time pay, to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 246, 1194, 1197, and 1197.1. Defendants' failure to pay wages

1 included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs
2 and the other class members worked off-the-clock performing work duties, including, but not
3 limited to, tasks related to discussing work, handling work-related issues, responding to work-
4 related calls and texts, picking up loads, closing the warehouse, and completing COVID
5 temperature checks, and Defendants' failing to pay reporting time wages and sick time pay.
6 Plaintiffs spent time performing work duties off-the-clock throughout their employment with
7 Defendants.

8 100. Defendants' failure to pay Plaintiffs and the other class members the minimum
9 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
10 those sections, Plaintiffs and the other class members are entitled to recover the unpaid balance
11 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
12 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

13 101. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
14 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
15 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
16 minimum wages.

17 102. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
18 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201 and 202)**

22 **(Against INGRAM MICRO, INC. and DOES 1 through 100)**

23 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
24 through 102, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 104. At all relevant times herein set forth, California Labor Code sections 201 and 202
27 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.

4 105. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiffs and the other class members who are no longer employed by Defendants their
6 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
7 Plaintiffs and other class members were not paid at the time of their discharge wages earned and
8 unpaid throughout their employment, including but not limited to, unpaid wages for time worked
9 off-the-clock to perform work duties, unpaid wages as a result of Defendants' unpaid reporting
10 time pay, underpaid sick time pay, and unpaid meal and rest period premium payments.

11 106. Plaintiffs were not paid at the time of their separation all wages earned and unpaid
12 throughout their employment, including but not limited to, regular, minimum, and overtime
13 wages for time worked off-the-clock, reporting time pay, sick time pay, and meal and rest period
14 premium payments for short, late, interrupted, and/or missed meal and rest periods.

15 107. Defendants' failure to pay Plaintiffs and the other class members who are no
16 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
17 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
18 202.

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

23 109. Plaintiffs and the other class members are entitled to recover from Defendants the
24 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
25 pursuant to California Labor Code section 203.

26 **SIXTH CAUSE OF ACTION**

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

28 **(Against INGRAM MICRO, INC. and DOES 1 through 100)**

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

115. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

116. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

117. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,

(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

118. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members, failure to list the correct rates of pay and corresponding hours worked, and failure to list all meal and rest premiums owed. As the employer willfully requiring employees to report to work (and not putting them to work) and requiring employees to perform work off-the-clock and failing to provide, authorize, and/or permit compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants had the information necessary to provide wage statements that accurately reflected the total number of hours actually worked and the actual gross and net wages earned, yet failed to do so on a systematic basis and instead provided wage statements that did not reflect the time worked off-the-clock, time worked as a result of improper rounding, or all meal and rest period premiums earned. Additionally, Defendants issued facially deficient wage statements because they failed to include the amount of sick hours accrued and available for Plaintiff and the other class members.

119. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights. Because Plaintiffs and the other class members' wage statements did not reflect

the accurate number of hours worked, Plaintiffs and the other class members were unable to determine the total amount of hours they worked, were unable to determine the total amount of compensation they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiffs and the other class members should have been paid, Plaintiffs and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

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

121. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee. Because Plaintiffs and the other class members' wage statements did not reflect the accurate number of hours worked or wages earned, Plaintiffs and the other class members were unable to determine the total amount they were owed, and were unable to verify whether they were paid the proper amount. In order to determine how much Plaintiffs and the other class members should have been paid, Plaintiffs and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

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

EIGHTH CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

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

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124. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

125. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

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

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

NINTH CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

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

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

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130. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, *inter alia*, the use of personal cell phones for business-related purposes, the use of personal vehicles for work-related purposes, and purchasing and maintaining personal protective equipment (PPE), including, *inter alia*, gloves, box cutters, and safety shoes.

131. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

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

TENTH CAUSE OF ACTION

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

(Against INGRAM MICRO, INC. and DOES 1 through 100)

133. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

136. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code

sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular, minimum overtime, sick time pay, and reporting time wages) required by the law violate California Labor Code sections 246, 1194, 1197, 1197.1, and 1198. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members wages upon termination and during employment violates California Labor Code sections 201, 202, 203, and 204. Defendants' failure to provide compliant wage statements, maintain requisite payroll records, and reimburse business expenses also violated California Labor Code sections 226(a), 551, 552, 1174(d), 2800 and 2802.

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

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

139. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences on March 20, 2019; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against INGRAM MICRO, INC. and DOES 1 through 100)

140. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 12 and 18 through 139, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

Failure to Pay Overtime

144. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

145. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

146. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Wages (Including, *Inter Alia*, Regular Wages, Minimum Wages, Reporting Time Pay, Sick Time Pay, and Premium Wages)

147. Defendants’ failure to pay wages (including regular, minimum, reporting time,

sick time, and premium wages) and all compensation due to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 246, 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

148. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

149. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

150. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

151. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1174(d).

Failure to Provide a Day of Rest

152. Defendants' failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Pay Reporting Time Pay

153. Defendants' failure to pay reporting time pay to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and California Labor Code section 204 and constitutes unlawful or unfair activity prohibited by California Labor Code 1198.

Failure to Pay Sick Time Pay

154. Defendants' failure to pay sick time pay to Plaintiffs and the other aggrieved employees is in violation of California Labor Code sections 246, 558, and 1198.

Failure to Reimburse Necessary Business-Related Expenses and Costs

155. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs, in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

156. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation or willful or intentional violation for each failure to pay each employee, plus 25% of the amount unlawfully withheld; and

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

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

158. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California

Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

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

9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Second Cause of Action

11. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

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

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

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

17. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Third Cause of Action

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

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

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

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

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

24. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Fourth Cause of Action

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

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

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

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

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

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

32. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Fifth Cause of Action

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

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

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

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

38. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Sixth Cause of Action

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

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

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

43. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Seventh Cause of Action

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

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

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

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

49. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Eighth Cause of Action

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

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

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

54. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Ninth Cause of Action

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

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

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

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

60. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Tenth Cause of Action

62. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay all wages due to Plaintiffs and the other class members, including sick time pay and reporting time pay, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to reimburse business expenses, and failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202, 203, and 204, failing to provide a day of rest as required by California Labor Code sections 551 and 552, and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

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

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

As to the Eleventh Cause of Action

1 68. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g)
2 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,
3 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
4 1198, 2800 and 2802, and IWC Wage Orders, including, *inter alia*, Wage Order No. 4-2001;
5 and

6 69. For such other and further relief as the Court may deem equitable and appropriate.

7
8 DATED: February 11, 2026

LAWYERS for JUSTICE, PC

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10 By: _____



Selena Matavosian
Attorneys for Plaintiffs