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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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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

This matter has come before the Honorable Melissa R. McCormick in Department CX105 of the Superior Court of the State of California, for the County of Orange, on May 7, 2026, at 2:00 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC and Aegis Law Firm, PC appear as counsel for Plaintiffs Ronald Stone and Gabriella Tolosa (together, "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved employees, and Paul Hastings LLP appears as counsel for Defendant Ingram Micro, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 3**" to the Declaration of Selena Matavosian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. The Court hereby grants Plaintiffs leave to file the [Proposed] Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Third Amended Complaint" or "TAC") which is attached hereto as "**EXHIBIT 1**." The Third Amended Complaint shall be deemed filed as of the date of the entry of this Order, and shall be the Operative Complaint in the Action for purposes of the Settlement only, including the release of claims. Defendant shall not be required to file a responsive pleading to the TAC unless and until the Settlement is terminated, final approval is denied or reversed, or otherwise as provided in the Settlement Agreement. All allegations in the Third Amended Complaint shall be deemed denied by Defendant without the necessity of Defendant filing an Answer to the Third Amended Complaint. In the event that the Settlement

does not become effective for any reason, the Second Amended Complaint filed June 18, 2024 shall remain the operative complaint for all purposes unless otherwise ordered by the Court.

3. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their and each other's respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the cases. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

5. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, PAGA Penalties, Administration Expenses Payment, and payments to the Participating Class Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

6. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs

will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

7. The Court conditionally certifies, for settlement purposes only, the Class, 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 Class Period.

8. The Court provisionally appoints Arby Aiwazian, 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 as Class Counsel.

9. The Court provisionally appoints Plaintiffs Ronald Stone and Gabriella Tolosa as the Class Representatives.

10. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to handle the administration of the Settlement ("Administrator").

11. Within thirty (30) calendar days after entry of the Preliminary Approval Order, Defendant shall provide the Administrator with the Class Data in conformity with the Settlement Agreement.

12. The Court approves, both as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as "**EXHIBIT 2**." The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to challenge the Workweeks and/or the PAGA Pay Periods credited to each of them, Class Members' right to challenge whether he or she has participated in the Individual Settlement Program and/or the amount of any Individual Settlement Share credited for purposes of calculating any Individual Class Payment, and of each Participating Class Member's right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice

substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days after receiving the Class Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fourteen (14) calendar days from the original Response Deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement is prohibited from making any objections to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be a Participating Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

14. A Final Approval Hearing shall be held before this Court on ____ at _______________ a.m./p.m. in Department CX105 of the Superior Court of California for the County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be

entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, PAGA Penalties, and Administration Expenses Payment.

15. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, PAGA Penalties, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration by ____, to be heard at the Final Approval Hearing.

16. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an objection to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection. The Objection must be signed by the Participating Class Member and must contain sufficient information to identify the Participating Class Member and the basis for the objection, as described in the Class Notice. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

17. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or

admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law. except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement and the conditional certification of the Class and the provisional appointments made herein shall be vacated and shall have no force or effect for any purpose other than the Settlement. For the avoidance of doubt, nothing in this Order affects the validity or enforceability of any releases executed through Defendant's Individual Settlement Program, which remain binding according to their terms.

19. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: ________________ By: ______________________________

The Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

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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);

(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

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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.

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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,

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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;

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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

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 were committed against them.

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

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

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

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

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

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

26. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 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 No. 4-2001.

GENERAL ALLEGATIONS

27. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees who worked for any of the Defendants in 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 Defendants 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 (hereinafter collectively referred to as the "other class members").

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

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

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

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

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employment activities.

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

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

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

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

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

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

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

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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.

46. 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 wages owed to them upon discharge or resignation, including earned but unpaid minimum, regular, overtime, reporting time, sick time wages, and meal and rest period premiums, and they did not, in fact, receive all such compensation owed to them at the time of their discharge or resignation.

47. 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 wages owed to them during their employment. Plaintiffs and the other class members and aggrieved employees did not receive payment of all wages, including minimum, regular, overtime, reporting time, and sick time wages, and meal and rest period premiums, within any time permissible under California Labor Code section 204.

48. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and the other class members and aggrieved employees were not provided with a day of rest as required by California Labor Code sections 551 and 552, because they regularly worked 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, without accumulating or being provided the opportunity to take at least one (1) day of rest, and when they 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.

49. 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 complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class members and aggrieved employees, the accurate rates of pay at which Plaintiffs and the class members and aggrieved employees were supposed to be paid, and all meal and rest premiums owed. Additionally, Plaintiffs allege that Defendants issued facially

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

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

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

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

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

59. During the relevant time period, Defendants required Plaintiffs and the other class members and aggrieved employees to report to work without putting them to work and paying them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiffs and other class members and aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiffs and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiffs and other class members and aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiffs and other class members and 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.

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

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

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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.

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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

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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

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

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

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

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

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

92. During the relevant time period, Plaintiffs and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and 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, and Defendants failed to authorize or permit Plaintiffs and the other class members or failed to relinquish control over Plaintiffs' and the other class members' activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit, and provide

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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.

<u>FOURTH CAUSE OF ACTION</u>

(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

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included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing 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, and Defendants' failing to pay reporting time wages and sick time pay. Plaintiffs spent time performing work duties off-the-clock throughout their employment with Defendants.

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

104. At all relevant times herein set forth, 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

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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.

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

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

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

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

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

<u>SIXTH CAUSE OF ACTION</u>

(Violation of California Labor Code § 204)

(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,

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(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

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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).

<u>NINTH CAUSE OF ACTION</u>

(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

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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,

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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.

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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

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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.

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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);

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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

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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;

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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

68. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 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 No. 4-2001; and

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

DATED: February 11, 2026

LAWYERS *for* JUSTICE, PC

By: Selena

Selena Matavosian
Attorneys for Plaintiffs

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EXHIBIT 2

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 $_________ (less withholding) and your Individual PAGA Payment is estimated to be $_________.** 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 _________ Workweeks** during the Class Period and you **worked _________ 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.

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"):

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Joanna Ghosh
Yasmin Hosseini
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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. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval.</u> 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. <u>Administrator.</u> 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. <u>Participating Class Members' Release of Released Class Claims.</u> 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. <u>Aggrieved Employees' Release of Released PAGA Claims.</u> 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.