

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Attorneys for Plaintiffs, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GILBERT PARAMO and ROSEMARIE
SANTOS, as individuals and on behalf of
all others similarly situated,

Plaintiffs,

vs.

WEEE LOGISTICS INC., a Delaware
corporation; WEEE! INC., a Delaware
corporation; WEEE! LOGISTICS LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0001129

(Assigned to the Honorable Jayne Lee, Dept. 10C)

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 25, 26 or November 7, 8, 10, 2023

Time: 9:00 a.m.

Dept.: 10C

Complaint Filed: February 9, 2023

Trial Date: None Set

[illegible]

I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs Paramo and Rosemarie Santos (together, "Plaintiffs"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. Plaintiffs seek approval of the proposed class and PAGA action settlement in this

the terms of which are reflected in the Parties' Joint Stipulation of Class Action

ment ("Settlement Agreement," "Settlement," or "Agreement") entered into between

ffs and Defendants Weee! Logistics LLC (formerly known as Weee! Logistics, Inc.),

Logistics Inc., Weee! Inc., and Staffing Agencies as identified in Addendum A to the

ment Agreement¹ (collectively, "Defendants"). Attached hereto as **Exhibit A** is a true and

copy of the Settlement Agreement.

3. The terms of the Settlement provide that Defendants shall pay a gross settlement of Two Million Three Hundred Seventy-Five Thousand Dollars (\$2,375,000.00) which is to be distributed to the Settlement Class on a non-reversionary basis.

PROCEDURAL HISTORY

4. On July 26, 2021, Rosemarie Santos (“Santos”) filed a class action complaint against Weee Logistics Inc., Weee! Inc., and Personal Servicing Solutions LLC in the Superior Court of the State of California for the County of Riverside on behalf of herself and all similarly situated employees (“Riverside 1”). Santos asserted class claims for: (1) failure to pay wages; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 226(a); (4) violation of Labor Code § 2802; and (5) violation of Business and Professions Code § 17200, *et seq.*

5. On August 25, 2021, Santos filed a related complaint against Defendants in the Superior Court of the State of California for the County of Riverside on behalf of herself and

¹ The Staffing Agencies as identified in Addendum A to the Settlement Agreement include Connect Staffing, Inc., MDRN Staffing Inc., Partners Personnel – Management Services, LLC, and SkillSet Group LLC.

aggrieved employees (“Riverside 2”). The related action alleges a single cause of action for violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”), predicated on the same underlying violations as her class action.

6. On January 3, 2023, Gilbert Paramo (“Paramo”) submitted his written notice to the California Labor & Workforce Development identifying alleged wage and hour violations committed by his former employers, under the PAGA, Labor Code § 2699.

7. On February 9, 2023, Paramo and Santos filed a class and representative PAGA action complaint against Weee Logistics Inc., Weee! Inc., and Personal Servicing Solutions LLC in the Superior Court of the State of California for the County of San Joaquin (the “Action” or the “*Paramo* Action”).

8. After commencement of the *Paramo* action, in March 2023, the Superior Court of the State of California for the County of Riverside stayed the Riverside 1 and 2 actions pending settlement approval in the *Paramo* action, as the Riverside 1 and 2 actions involved similar claims and parties and is wholly encompassed by the *Paramo* action.

9. In connection with mediation and post-mediation negotiations, the Parties conducted informal discovery, including as to the correct entities who are employers of Plaintiffs and Settlement Class Members in this action. As a result, on March 10, 2023, Plaintiffs submitted a request to dismiss Personal Servicing Solutions, LLC, without prejudice from this Action. Plaintiffs subsequently filed a First Amended Class and Representative Action Complaint (“FAC”) on August 1, 2023, adding Weee! Logistics LLC as a named Defendant in this action.

10. In connection with the above, Paramo and Santos also submitted supplemental notices to the LWDA on July 28, 2023.

11. On September 19, 2023, Plaintiffs filed amendments to the complaint adding the staffing agencies Connect Staffing, Inc., MDRN Staffing Inc., Partners Personnel – Management Services, LLC, and SkillSet Group LLC as named Defendants.

THE CLAIMS AND ALLEGATIONS

12. The FAC is the operative complaint, and alleges claims for: (1) failure to pay

1 wages in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) violation of
2 Labor Code § 226.7; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code
3 § 226(a); (5) violation of Labor Code § 2802; (6) violation of Business and Professions Code §
4 17200, *et seq.*; and (7) violation of Labor Code § 2698, *et seq.*

5 13. Specifically, Plaintiffs' class and PAGA claims as pled in the FAC are predicated
6 upon the following allegations. With respect to Plaintiffs' failure to pay wages claims, Plaintiffs
7 contend that employees were not paid all wages owed to due off-the-clock work, including pre-
8 shift and post-shift tasks, as well as off-the-clock temperature checks, which were conducted
9 once prior to clocking in for work and again at the end of the workday after employees had
10 clocked out. Plaintiffs also allege that employees were underpaid wages, as overtime wages
11 were not paid at the correct rate of pay and that Defendants utilized an unlawful rounding
12 practice.

13 14. With respect to Plaintiffs' meal and rest break claims, Plaintiffs contend that
14 Defendants failed to provide employees off-duty meal breaks of at least 30 minutes for shifts of 5
15 hours or longer, and off-duty rest breaks of 10 minutes for each 3.5 hours worked. In this regard,
16 Plaintiffs allege that employees were required to remain on work premises under Defendants'
17 control and remain on-call on their breaks. As such, Plaintiffs allege that Defendants failed to
18 pay premium compensation appropriately in lieu of the off-duty meal and rest breaks.

19 15. With respect to Plaintiffs' wage statement claims, Plaintiffs allege derivative and
20 independent wage statement violations. In this regard, as a result of the violations above, the
21 wage statements issued by Defendants inaccurately identified the gross wages earned, net wages
22 earned, rates of pay and hours worked. Moreover, as an independent violation, Plaintiffs allege
23 that the wage statements issued by Defendants identified an incorrect and nonexistent address for
24 the employer.

25 16. With respect to Plaintiffs' business reimbursement claims, Plaintiffs contend that
26 Defendants required employees to use their personal cell phones for work-related tasks,
27 including to use a mobile application—WEEE, for work purposes. However, Plaintiffs allege
28 that Defendants failed to reimburse them for the costs incurred in connection with said use.

1 Plaintiffs also allege as part of this claim that Defendants required employees to purchase tools
2 and clothing, in compliance with a dress code, which included purchasing shoes, gloves, and
3 masks.

4 17. Lastly, Plaintiffs contend that Defendants failed to pay all wages owed upon
5 separation of employment. As a result of the unpaid wages claims and allegations identified
6 above, Plaintiffs allege that Defendants failed to pay all wages owed at separation of
7 employment, and thus owe waiting time penalties under Labor Code § 203.

8 18. As a result of the alleged violations above, Plaintiffs seek damages and penalties
9 under the California Labor Code, the California Business & Professions Code, and the PAGA, as
10 well as attorneys' fees and costs.

11 **MEDIATION AND INFORMAL DISCOVERY**

12 19. After the Parties conferred regarding possible settlement discussions, they agreed
13 to exchange information informally to evaluate their respective claims and defenses. The Parties
14 subsequently engaged in informal discovery for Plaintiffs to assess the claims, as well as the
15 maximum exposure of damages and penalties.

16 20. With respect to informal discovery, Defendants provided Plaintiffs with data
17 pertaining to the number of putative class members employed by Defendants and through
18 staffing agencies, number for former employees allegedly owed waiting time penalties, number
19 of workweeks and pay periods at issue, applicable rates of pay for class members, a sample of
20 time and pay records of the class members, as well as information pertaining to Defendants'
21 payroll policies and practices at issue. Defendants' production of informal discovery allowed
22 Plaintiffs to conduct a damages analysis.

23 21. After exchange of informal discovery, the Parties engaged in a full-day mediation
24 with well-respected wage-and-hour mediation, Gig Kyriacou, Esq. The Parties continued
25 negotiations following mediation facilitated by Mr. Kyriacou, and ultimately reached the current
26 settlement, the terms of which are reflected in the Parties' Joint Stipulation of Class Action
27 Settlement.

28 22. Based on my independent investigations and evaluation, I believe that settlement

for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Settlement Class in light of all known facts and circumstances and the expenses and risks inherent in litigation.

EXPOSURE ANALYSIS

23. Prior to the mediation, Plaintiffs were provided with data pertaining to putative class members during the relevant class period, as well as time and payroll records. From this data, Plaintiffs were able to investigate the claims asserted and conduct an exposure analysis that informed Plaintiffs' position at the mediation.

24. Based on the class data provided by Defendants, Plaintiffs analyzed Defendants' potential exposure as follows:

- Failure to pay wages: Plaintiffs estimated that the amount of unpaid wages owed by Defendants is approximately \$683,890.00. This was calculated based on a modest assumption of three minutes of off-the-clock work per day, based on the putative class members' average hourly rate of pay of \$20.00, for 136,778 workweeks.

- Failure to provide meal and rest periods: Plaintiffs estimate exposure of approximately \$1.367 million for unpaid premiums owed, based on one violation per workweek, and applying a 50% violation rate based on sample time and payroll data of putative class members which indicated that most putative class members worked shifts shorter than 3.5 hours.

- Failure to timely pay wages upon separation of employment: With respect to waiting time penalties under Labor Code § 203, Plaintiffs estimated the potential penalties owed was approximately \$15.727 million, which was calculated based on 6,553 former employees, based on the average hourly rate of pay of \$20.00 (6,553 employees x 4 hours x 30 days x \$20.00 per hour). Plaintiffs utilized an assumption of four hours for this calculation based on the sample time and payroll records of putative class members provided by Defendants, which showed that more than 95 percent of class members worked shorter shifts of under four hours.

- Wage statement penalties: Plaintiffs also alleged that Defendants would be subject to penalties for wage statement violations, pursuant to Labor Code § 226. Plaintiffs estimated the penalties associated with this claim is approximately \$10.64 million, which was based on

1 approximately 106,451 alleged pay periods at issue. The amount of statutory penalties
2 calculated here does not take into account the \$4,000 cap per employee under Labor Code §
3 226(e). Applying the \$4,000 cap would likely lower the amount of statutory penalties
4 represented here significantly.

5 • Unreimbursed business expenses: Plaintiffs calculated the total exposure for this
6 claim as approximately \$683,890.00, which contemplates a \$5.00 per workweek reimbursement.

7 25. Based on the above, the total exposure of Plaintiffs' class claims amount to
8 approximately \$29.1 million, without taking into account any of Defendants' arguments to
9 liability and to class certification further addressed below.

10 26. With respect to Plaintiffs' claim under the PAGA, Plaintiffs estimated that
11 Defendants could face civil penalties of at least \$10.71 million, in relation to the approximately
12 107,118 pay periods at issue during the PAGA period.

13 27. Plaintiffs' analysis of PAGA exposure is based on the initial violation penalty
14 amount, does not account for the imposition of the subsequent violation penalty amount given
15 recent authority indicating this increased penalty may only be available where there is a prior
16 citation for a Labor Code violation. (*See Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th
17 1127, 1144 (holding no heightened penalty because the Labor Commissioner nor any court
18 warned the defendant that it was subject to the Labor Code until the court handling the case at
19 issue).)

20 28. Additionally, this analysis does not account for the possibility that the Court
21 would reduce the PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can decline
22 to award PAGA penalties where "if, based on the facts and circumstances of the particular case,
23 to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or
24 confiscatory."

25 29. Although Plaintiffs believe in the merits of the alleged claims and maintains that
26 there is no reason for reducing PAGA penalties, Plaintiffs are aware that Defendants may raise
27 defenses to the claims and further with respect to the reduction of PAGA penalties and that it
28 could be persuasive to the Court. Thus, even if Plaintiffs were to successfully prove their claims

1 at trial, there is a possibility that the Court may only award a small percentage of PAGA
2 penalties, as the Court has discretion to do so. The Gross Settlement Amount was premised with
3 this risk in mind, associated with the possibility of the Court significantly reducing Plaintiffs'
4 PAGA penalties, along with other attendant risks, even if Plaintiffs were to prevail at trial.

5 30. Further, Defendants raised several defenses that presented risks to succeeding on
6 Plaintiffs' theories of liability on a class and PAGA basis. For example, Defendants contended
7 that the time spent off-the-clock, including undergoing any sort of temperature checks, was de
8 minimis and did not require compensation because employees were free to perform tasks of their
9 own. Defendants also argued that they maintained legally compliant meal and rest period
10 policies, and that any violations were not the result of employer-driven policies, but, rather,
11 employee choice. With respect to the 2802 claim, Defendants argued that they maintained a
12 compliant reimbursement policy, which facially provides for reimbursement of business-related
13 expenses. Furthermore, Defendants maintain that they did not require employees to use their
14 personal cellular telephones for work purposes.

15 31. Additionally, Defendants also argued that Plaintiffs cannot establish that
16 Defendants "willfully" failed to pay wages at separation of employment, and thus Plaintiffs
17 cannot recover waiting time penalties under Section 203. In *Naranjo v. Spectrum Security*
18 *Services, Inc.*, __ Cal. Rptr. 3d __, 2023 WL 2261253 (Feb. 27, 2023), review granted 2023 WL
19 3745105 (May 31, 2023), the court upheld an employer's good faith defense to the plaintiff's
20 claim for waiting time penalties, pursuant to Labor Code § 203. The employer argued that it had
21 a viable legal defense, which precluded the imposition of waiting time penalties because its acts
22 were not "willful" within the meaning of the statute. *Naranjo* also permitted a good faith
23 defense to rebut the plaintiff's claim for penalties, pursuant to Labor Code § 226. Should
24 Defendants succeed on these arguments, class members would recover \$0 for waiting time
25 penalties under Labor Code § 203 and statutory penalties under Labor Code § 226. Taking these
26 risks into account, Plaintiffs' total exposure for class claims is estimated at a realistic **\$3.4**
27 **million.**

28 32. Significantly, Defendants also maintained that the case was not suited for class

1 certification. Specifically, Defendants argued that employees worked at various
2 warehouses/work sites and were staffed by multiple staffing agencies, and thus were governed by
3 different policies and practices. Should Defendants have succeeded in this theory, the liability
4 resulting from Plaintiffs' claims would be significantly reduced, as class members would also not
5 be able to recover waiting time penalties and derivative 226 penalties.

6 33. Furthermore, as another defense to class certification, Defendants have also
7 indicated that certain employees have signed arbitration agreements that purported to waive class
8 claims.

9 34. Although Plaintiffs believe that Plaintiffs can succeed on class certification,
10 Plaintiffs also believe in the fairness of the settlement that is based on factoring in the uncertainty
11 and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or
12 theories alleged in the operative FAC, the possibility of non-certification, and the potential for
13 appeals.

14 35. Based on the above, the total amount of class and PAGA penalties here range
15 from 14.11 million to 39.81 million. The Gross Settlement Amount is \$2.375 million. Thus, the
16 Gross Settlement Amount represents between 16.8% to 6% of the potential damages and
17 penalties at issue. The Gross Settlement Amount of \$2.375 million is well within the range of
18 reasonableness, given the risks of succeeding on liability and class certification as discussed
19 above, and the Court should grant approval of this settlement.

20 36. After taking into account sharply disputed factual and legal issues involved in this
21 litigation, the risks attending further prosecution, and the substantial benefits to be received
22 pursuant to the compromise and settlement of the litigation, Plaintiffs and Class Counsel have
23 concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests
24 of the Parties and that this settlement is fair and reasonable.

25 **SUMMARY OF SETTLEMENT TERMS**

26 37. The Agreement provides for a Gross Settlement Amount of Two Million Three
27 Hundred Seventy-Five Thousand Dollars (\$2,375,000.00). (Agreement at ¶ 13.)

28 38. The current settlement is being settled on behalf of a main Settlement Class of all

1 current and former non-exempt employees who worked for Defendants in California, including
2 all non-exempt employees who worked for Defendants in California under a contract with one or
3 more Staffing Agencies, during the period of July 26, 2017, through September 30, 2022
4 (“Settlement Class”).

5 39. Additionally, the Settlement Class includes a sub-class comprised of all
6 Settlement Class Members whose employment with Defendants ended at any time during the
7 period of July 26, 2018, through September 30, 2022 (“Waiting Time Penalty Sub-Class”).

8 40. Defendants estimate that there are approximately 8,155 individuals who are
9 Settlement Class Members. Out of that number, Defendants estimate that approximately 6,553
10 individuals are Waiting Time Penalty Sub-Class Members.

11 41. From the Gross Settlement Amount, the Parties negotiated the amount to be paid
12 to the Settlement Class for the Labor Code violations and PAGA penalties, including the
13 attorneys’ fees and costs, Plaintiffs’ Service Awards, and Settlement Administration Costs.
14 Attorneys’ fees of up to one-third of the Gross Settlement Amount, or \$791,666.67, will be paid
15 to Class Counsel along with litigation costs of up to \$25,000.00. (Agreement at ¶ 43.) Plaintiffs’
16 Service Award will be up to \$10,000.00 for each Plaintiff. (*Id.* at ¶ 44.) The Settlement
17 Administrator will be paid up to \$47,500.00 for the costs of administering this settlement. (*Id.* at
18 ¶ 45.) The LWDA will receive \$112,500.00 of the \$150,000.00 PAGA Payment. (*Id.* at ¶ 46.)
19 The PAGA Payment is allocated as \$150,000.00, of which 75% shall be paid to the LWDA and
20 25% shall be paid to aggrieved employees, or PAGA Members, on a *pro rata* basis, based on the
21 number of workweeks they worked during the PAGA Period. (*Id.* at ¶¶ 20, 47.c.) In addition,
22 \$250,000.00 of the Gross Settlement Amount is allocated as a Waiting Time Penalty Payment for
23 Waiting Time Penalty Sub-Class Members, to be allocated on a *pro rata* basis. (*Id.* at ¶¶ 39,
24 47.b.)

25 42. After the amounts above are deducted, the Net Settlement Amount is
26 approximately \$1,090,833.33.

27 43. Based on the number of Settlement Class Members, on a raw average, each
28 Settlement Class Member potentially may recover at least \$133.76 ($\$1,090,833.00 \div 8,155$)

1 Settlement Class Members). The amount actually paid to each Settlement Class Member will
2 increase or decrease depending on the number of Eligible Workweeks he or she worked during
3 the Settlement Period and the number of putative class members who choose not to participate in
4 the settlement.

5 44. In addition to their individual settlement shares from the Net Settlement Amount,
6 Settlement Class Members who are Waiting Time Penalty Sub-Class Members will also receive
7 a pro rata share of the Waiting Time Penalty Payment. On a raw average, each Waiting Time
8 Penalty Sub-Class Member may potentially recover at least \$38.15 ($\$250,000.00 \div 6,553$
9 Waiting Time Penalty Sub-Class Members). This amount could fluctuate depending on the
10 number of opt-outs.

11 45. With respect to individual settlement shares to aggrieved employees under the
12 PAGA, 25% percent of the PAGA Payment, or \$37,500.00, will be distributed to PAGA
13 Members. (Settlement Agreement at ¶ 19.) PAGA Members include all current and former non-
14 exempt employees who worked for Defendants, including all non-exempt employees who
15 worked for Defendants in California under a contract with one or more Staffing Agencies, during
16 the time period of June 21, 2020, through September 30, 2022. (*Id.* at ¶¶ 21, 35.) Each PAGA
17 Member's individual share of the PAGA Payment will be calculated based on the total number
18 of workweeks worked by all PAGA Members during the PAGA Period, as compared to the
19 number of workweeks worked by each PAGA Member during the PAGA Period. (*Id.* at ¶ 47.c.)

20 46. Each PAGA Member's individual share of the PAGA Payment will be in addition
21 to any individual settlement shares from the Net Settlement Amount and Waiting Time Penalty
22 Payment, and will be paid to PAGA Members regardless of whether the PAGA Member submits
23 a Request for Exclusion. (*Id.*)

24 47. The Agreement provides that uncashed checks (upon the expiration date) shall be
25 sent to Legal Aid At Work. I have no conflicts with Legal Aid At Work nor have a relationship
26 with Legal Aid At Work.

27 48. All Settlement Class Members will be sent a Class Notice via U.S. mail by the
28 Settlement Administrator. Attached as **Exhibit B** is a true and correct copy of the Class Notice.

1 The Class Notice will describe the terms of the settlement and advise Settlement Class Members
2 of their estimated Individual Settlement Payment, Waiting Time Penalty Payment, and/or PAGA
3 Penalty Payment and the formula for calculating those payments, if applicable; and their
4 opportunity to opt out of the Settlement, object to the Settlement, and/or dispute the information
5 attributed to them.

6 49. Defendants represent that there are a portion of Settlement Class Members whose
7 identities are known, but address information is not known/cannot be ascertained by Defendants.
8 For those Settlement Class Members, the Settlement Agreement provides that notice of the
9 settlement shall be published via various major newspaper outlets across the State of California
10 in an effort to ascertain contact information of these Settlement Class Members (the “Publication
11 Notice”). Attached as **Exhibit C** is a true and correct copy of the Publication Notice. The
12 Publication Notice will provide a means for these Settlement Class Members to verify their
13 identities as Settlement Class Members. In particular, the published notice will inform
14 Settlement Class Members that they must either call a 1-800 telephone number or submit an
15 online form via the Settlement Administrator’s website to verify their status as Settlement Class
16 Members and provide their contact information. Once their eligibility is verified, these
17 Settlement Class Members will be sent a Class Notice via U.S. mail and/or online process so that
18 they may participate in the settlement.

19 50. The Parties have agreed to an estimated payment not to exceed \$47,500.00 to the
20 Settlement Administrator, Phoenix Settlement Administrators, to send notices and to administer
21 this settlement. (Agreement at ¶¶ 32, 33.) The Parties have obtained a settlement administration
22 bid from Phoenix Settlement Administrators which includes printing, translating, and mailing
23 notices; publication of the notice in various newspapers for a 30-day and/or 4-week campaigns;
24 as well as the verification process for Settlement Class Members whose address/contact
25 information cannot be ascertained. Attached as **Exhibit D** is a true and correct copy of the
26 settlement administration quote from Phoenix Settlement Administrators.

27 **ATTORNEY EXPERIENCE**

28 51. From the inception of the case, Plaintiffs’ counsel have zealously represented the

interests of the putative class. The settlement was obtained for the benefit of the putative class, as opposed to the individual Plaintiffs.

52. Plaintiffs' counsel have been approved as class counsel in a number of wage and hour class actions and have extensive litigation experience.

53. My qualifications are as follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law school, I was admitted to the California Bar in December 2017.

54. I am currently an associate at the law firm Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well as the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

55. I am currently handling and/or have handled numerous wage and hour class action and PAGA lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (N.D. Cal., Case Number 5:17-cv-00062-LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD); *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case Number 5:16-cv-333 EJD); *Arroyo v. Int'l Paper Company* (N.D. Cal., Case Number 5:17-cv-06211-BLF); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council

Coordination Proceeding No. 4999 (Monterey County Superior Court, Lead Case No. 17CV003723).

56. In 2018, I argued before the California Court of Appeal, Second Appellate District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In that same year, I also assisted the firm in successfully obtaining class certification and partial summary judgment by the United States District Court, Northern District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (N.D. Cal., Case Number 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

57. I have also been certified and/or approved as class counsel in numerous other wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319), and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23 and California Code of Civil Procedure § 382.

58. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County Superior Court, Case No. 19CV004512).

59. My co-counsel and I will adequately represent the Settlement Class Members in

1 this action. Plaintiffs' counsel have and will zealously represent Plaintiffs and the Settlement
2 Class and pursue this lawsuit to its conclusion.

3 **NOTICE TO LWDA**

4 60. Attached as **Exhibit E** are true and correct copies of the PAGA notices filed with
5 the LWDA in conjunction with the PAGA claims in this case.

6 61. On September 19, 2023, my office uploaded the Motion and Settlement
7 Agreement to the LWDA's website. Attached hereto as **Exhibit F** is the confirmation of
8 submission.

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

11 Executed on this 19th day of September 2023, at Los Angeles, California.

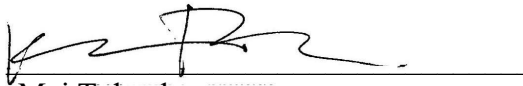
12 
13 Mai Tulyathan

EXHIBIT A

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiffs, the Class, and Aggrieved Employees

DEBRA ELLWOOD MEPPEN (SBN: 183885)
PETER CHOI (SBN: 249482)
MATTHEW THERIAULT (SBN: 244037)
SHIRA DIAMANT ASTUTI (SBN: 327118)
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071
Telephone: (213) 576-5073
Facsimile: (213) 680-4470

Attorneys for Defendants
WEEE! LOGISTICS INC., WEEE! LOGISTICS LLC.,
and WEEE! INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GILBERT PARAMO and ROSEMARIE
SANTOS, as individuals and on behalf of
all others similarly situated,

Plaintiff,

vs.

PERSONAL SERVICING SOLUTIONS
LLC, a Nevada limited liability company;
WEEE LOGISTICS INC., a Delaware
corporation; WEEE! INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-1129

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: February 9, 2023
Trial Date: None Set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement is made and entered into by and between
3 Plaintiff Gilbert Paramo (“Plaintiff Paramo”), Plaintiff Rosemarie Santos (“Plaintiff Santos”)
4 (collectively with Plaintiff Paramo, “Plaintiffs”), as individuals and on behalf of others similarly
5 situated, and Defendants Weee! Logistics LLC (formerly known as Weee! Logistics Inc.), Weee!
6 Logistics Inc., and Weee! Logistics LLC (collectively, “Defendant Weee! Logistics”), Weee! Inc.
7 (“Defendant Weee!”), and Staffing Agencies (identified in Addendum A), (collectively,
8 “Defendants”). Plaintiffs and Defendants will at times be referred to collectively as the “Parties”
9 and may individually be referred to as a “party.”

10 **RECITALS**

11 WHEREAS, Plaintiffs were employed by Defendants during the alleged Settlement Period,
12 defined below as the period from July 26, 2017, through September 30, 2022.

13 WHEREAS, Plaintiffs filed a class and PAGA action complaint and First Amended
14 Complaint¹ in the Superior Court of California, County of San Joaquin, Case Number STK-CV-
15 UOE-2023-1129, entitled *Paramo et al vs. Personal Servicing Solutions LLC, et al.* (the “Action”).
16 Plaintiff asserts class and PAGA claims for failure to pay wages; violation of California Labor
17 Code § 226.7; violation of California Labor Code §§ 226.7 and 512; violation of California Labor
18 Code § 226(a); violation of California Labor Code § 2802; violation of California Business and
19 Professions Code § 17200, *et seq.*; and violation of the PAGA predicated on the same violations
20 of the California Labor Code.

21 WHEREAS, on July 6, 2022, and after the exchange of information regarding the claims,
22 the Parties participated in a full-day mediation with respected mediator, Gig Kyriacou, Esq. to
23 resolve the Action. The Parties arrived at a proposed settlement that would resolve the Action.

24 _____
25 ¹ Defendants have agreed to the filing of the First Amended Complaint (“FAC”) for settlement
26 purposes. In the event that the Effective Date is not triggered, the FAC and any Doe amendment
27 thereto shall be deemed withdrawn. Defendants also do not waive any defenses to the FAC by
28 agreeing to its filing.

Therefore, in consideration of the promises in this Agreement, the Parties agree as follows:

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.

2. “Class Counsel” means Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C.

3. “Class Counsel’s Fees and Costs” means attorneys’ fees, costs, and expenses approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of the Judgment in the Action. Class Counsel will request attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount of Two Million Three Hundred Seventy-Five Thousand Dollars (\$2,375,000.00), *i.e.*, the sum of Seven Hundred Ninety-One Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$791,666.67), and litigation costs not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court finally approving this Settlement. The Gross Settlement Amount and employer payroll taxes attributed to wage portion of Individual Settlement Payments (as discussed herein) shall be the maximum amount Defendants are required to pay pursuant to this Settlement to resolve the Action. Defendants have agreed not to oppose Class Counsel’s request for Class Counsel Fees and Costs. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

4. “Class List” means information regarding all Settlement Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Settlement Class Member’s full name; employee

number (if applicable); most recent mailing address; Social Security Number (if applicable); number of workweeks worked by each Settlement Class Member during the Class Period; the identity and number of Settlement Class Members who separated employment during the Waiting Time Penalty Period (if any); and number of workweeks worked by each Settlement Class Member during the PAGA Period. To the extent that Defendants are not in possession of all of the information defined as the “Class List,” Defendants will provide all of the information that is reasonably available to them after diligent search and inquiry.

5. “Plaintiff Paramo” means Plaintiff Gilbert Paramo.

6. “Plaintiff Santos” means Plaintiff Rosemarie Santos.

7. “Plaintiffs” shall mean Plaintiff Paramo and Plaintiff Santos collectively.

8. “Counsel for Defendants” means Counsel for Defendants Weee! and Weee! Logistics, Debra Ellwood Meppen, Peter Choi, and Shira Diamant Astuti of Gordon Rees Scully Mansukhani, LLP.

9. “Court” means the Superior Court for the State of California, County of San Joaquin, or any other court taking jurisdiction of the Action.

10. “Effective Date” shall mean: (a) the date the Court enters the Final Judgment and order finally approving the Settlement, if no objections, motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlement has not been materially modified. A “material modification” shall not include any change to the Class Counsel Award, Class Representative Service Award, or amount awarded for Settlement Administration Costs.

11. “Eligible Workweeks” means the total number of workweeks that Settlement Class Members worked for Defendants during the Settlement Period.

12. “Final Approval” means the Court order granting final approval of the Settlement Agreement.

1 13. “Gross Settlement Amount” means the maximum amount of Two Million Three
2 Hundred Seventy-Five Thousand Dollars (\$2,375,000.00) to be paid by Defendants Weee! and
3 Weee! Logistics. The Gross Settlement Amount includes all Individual Settlement Payments to
4 Participating Class Members, Plaintiffs’ Service Award, Settlement Administration Costs to the
5 Settlement Administrator, PAGA Payment (including payment to the LWDA), and Class
6 Counsel’s Fees and Costs (except employer-side employment taxes). In no event will Defendants
7 be required to pay more than the Gross Settlement Amount, except that Defendants Weee! and
8 Weee! Logistics shall pay the employer’s share of the payroll taxes separately from and in addition
9 to the Gross Settlement Amount, and Defendants Weee! and Weee! Logistics shall be subject to
10 the terms of the Escalator Clause set forth in Paragraph 75 of this Agreement. Any interest that
11 accrues in the escrow account created by the Settlement Administrator shall also be added to the
12 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary, such that no portion
13 of the Gross Settlement Amount shall revert to Defendants.

14 14. “Individual Settlement Payment” means the amount payable from the Net
15 Settlement Amount to each Participating Class Member and/or Participating Waiting Time Penalty
16 Sub-Class Members, as well as any amount payable from the PAGA Payment to each Participating
17 Class Member.

18 15. “Net Settlement Amount” means the balance of the Gross Settlement Amount
19 remaining after deduction of the Waiting Time Penalty Payment, the approved Plaintiffs’ Service
20 Award, Settlement Administration Costs, PAGA Payment, and Class Counsel’s Fees and Costs.

21 16. “Notice” means the Notice of Class Action Settlement (“Class Notice”), in a form
22 substantially similar to the attached “**Exhibit A**,” subject to Court approval, and incorporated by
23 reference into this Settlement Agreement.

24 17. “Publication Notice” means the notice to be submitted for publication, as described
25 below in Paragraph 59, which shall be in a form substantially similar to the attached “**Exhibit B**,”
26 subject to Court approval, and incorporated by reference.

27 18. “Notice of Objection” means a written letter submitted by a Settlement Class
28 Member indicating their objection to the Settlement. In order for the Notice of Objection to be

1 deemed valid, the Settlement Class Member must provide (a) the objector's full name, signature,
2 address, and telephone number, (b) a written statement of the grounds for his or her objection, (c)
3 copies of any papers, briefs, or other documents upon which his or her objection is based, if any,
4 and (d) a statement of whether the objector intends to appear at the Final Approval Hearing. To
5 be deemed valid, the Settlement Class Member must mail and/or fax the Notice of Objection to
6 the Settlement Administrator at the specified address/facsimile indicated in the Notice, and
7 postmark/fax-stamp the Notice of Objection on or before the Response Deadline indicated in the
8 Notice. The Settlement Class Member may include with the Notice of Objection any copies of any
9 evidence and supporting papers (including, without limitation, all briefs, written evidence, and
10 declarations) upon which the objection is based. The Settlement Administrator will forward all
11 valid and timely Notices of Objection received to the Parties, and the Parties will be permitted to
12 respond in writing to such objections within at least seven (7) calendar days. Any Settlement Class
13 Members who do not submit a Notice of Objection according to this Paragraph or will be deemed
14 to have waived any objections and will be foreclosed from making any objection to the Settlement,
15 including by appealing the order granting Final Approval.

16 19. "PAGA Payment" means the portion of the Gross Settlement Amount that the
17 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private
18 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, "PAGA"). The amount of the
19 PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The
20 Parties have agreed that One Hundred Fifty Thousand Dollars (\$150,000.00) of the Gross
21 Settlement Amount shall be allocated to the resolution of any Settlement Class Members' claims
22 arising under PAGA. Pursuant to the PAGA, seventy-five percent (75%), *i.e.*, the sum of One
23 Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00), of the PAGA Payment shall be
24 paid to the California Labor and Workforce Development Agency ("LWDA"), and 25%, *i.e.*, the
25 sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), of the PAGA Payment shall
26 be distributed to the PAGA Members regardless of whether they submit a Request for Exclusion.
27 The amount allocated to PAGA Members will be distributed on a pro rata basis, based on the
28 number of workweeks they worked during the PAGA Period. The amount allocated to the LWDA

will be remitted by the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

20. “Aggrieved Employee PAGA Payment” means 25% of the PAGA Payment *i.e.*, the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), which shall be distributed to the PAGA Members.

21. “PAGA Period” means the time period of June 21, 2020, through September 30, 2022.

22. “Parties” means Plaintiffs, on behalf of themselves and Participating Class Members, and Defendants collectively.

23. “Participating Class Members” means all Settlement Class Members who do not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

24. “Participating Waiting Time Penalty Sub-Class Members” means all Waiting Time Penalty Sub-Class Members who do not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

25. “Plaintiffs’ Service Award” means the amount that the Court authorizes to be paid from the Gross Settlement Amount to each of the named Plaintiffs in recognition of their efforts and risks in assisting with the prosecution of the Action on behalf of Settlement Class Members. Plaintiffs will request and Defendants will not oppose Plaintiffs’ application to the Court for a Service Award of Ten Thousand Dollars (\$10,000.00) each from the Gross Settlement Amount for Plaintiffs’ willingness to serve and efforts undertaken as Class Representative.

26. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

27. “Released Claims” means any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action including claims for failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates

1 paid for same, pay minimum or regular wages for all hours worked, pay timely wages during
2 employment, pay all earned and accrued wages to discharged/separated employees, furnish
3 accurate itemized wage statements, maintain required payroll records, and indemnify employees
4 for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512,
5 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, or Business and Professions
6 Code § 17200, *et seq.*, which are premised on the same allegations;

7 28. “PAGA Released Claims” means any and all federal, state and local demands,
8 rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action,
9 or reasonably could have been alleged in the Action based on the facts alleged in the Action
10 pursuant to the Private Attorneys General Act (“PAGA”), Labor Code §§ 2698-2699.5, which
11 accrued during the PAGA Period, including violations premised on violation of Labor Code §§
12 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
13 1198.5, 2802.

14 29. “Released Parties” means Defendants and their respective present and former
15 officers, directors, employees, and agents; and all Staffing Agencies engaged by Defendants in
16 California as identified in Plaintiff’s amended LWDA letters submitted to the LWDA on January
17 4, 2023 and July 28, 2023 (“amended LWDA letters”), and their present and former officers,
18 directors, employees, and agents during the Settlement Period.

19 30. “Request for Exclusion” means the document prepared and submitted by a
20 Settlement Class Member indicating a request to be excluded from the Settlement. In order for the
21 Request for Exclusion to be deemed valid, it must be in writing and (i) contain the Settlement Class
22 Member’s name, address, and telephone number, (ii) state that the Settlement Class Member does
23 not wish to be included in the Settlement, (iii) be signed by the Settlement Class Member, (iv) be
24 returned by mail or fax to the Settlement Administrator at the specified address/facsimile indicated
25 on the Notice on or before the Response Deadline. The date of the postmark/fax-stamp will be the
26 exclusive means of determining whether a Request for Exclusion is timely.

27 31. “Response Deadline” means forty-five (45) days after the Settlement Administrator
28 initially mails the Notice to Settlement Class Members, and the last date on which Settlement Class

Members may submit Requests for Exclusion or Notices of Objection to the Settlement.

32. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court to administer this Settlement Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

33. “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, including, but not limited to, printing the Notice and Publication Notice; conducting a National Change of Address (“NCOA”) search; distributing (including with appropriate postage), tracking, and mailing the Notice; conducting searches to locate any Settlement Class Members; tax reporting; distributing the Individual Settlement Payments, Plaintiffs’ Service Awards, Class Counsel’s Fees and Costs, and the PAGA Payment; providing necessary certification of completion of notice, reports, and declarations in connection with the settlement; providing and authenticating all Requests for Exclusion and Notices of Objection received to the Court when necessary; establishing and administering a Qualified Settlement Fund account; coordinating and securing publication of the Publication Notice as set forth herein; maintaining a website to receive contact information obtained through the Publication Notice; the cost of running the Publication Notice advertisement in the publications identified below; and other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The Settlement Administration Costs are currently estimated to be not more than \$47,500.00. Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount.

34. “Settlement Class” or “Settlement Class Member(s)” means all current and former non-exempt employees who worked for Defendants in California, including all non-exempt employees who worked for Defendants in California under a contract with one or more Staffing Agencies, during the Settlement Period.

35. “PAGA Members” means all current and former non-exempt employees who

worked for Defendants, including all non-exempt employees who worked for Defendants in California under a contract with one or more Staffing Agencies, during the PAGA Period.

36. “Settlement Period” means the time period of July 26, 2017, through September 30, 2022.

37. “Staffing Agency” or “Staffing Agencies” means temporary placement agency/staffing agencies who also employed the Settlement Class Members pursuant to a contract with Defendant Weee! and/or Defendant Weee! Logistics. The Staffing Agencies are identified in Plaintiff’s amended LWDA letters. The Staffing Agencies who have executed this Agreement are identified in Addendum A and are intended third party beneficiaries to this Agreement.

38. “Waiting Time Penalty Sub-Class Members” means all Settlement Class Members whose employment with Defendants ended at any time during the Waiting Time Penalty Period.

39. “Waiting Time Penalty Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies pursuant to Labor Code § 203. The Parties have agreed that Two Hundred Fifty Thousand Dollars (\$250,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Waiting Time Penalty Sub-Class Members’ claims arising under Labor Code § 203. The Waiting Time Penalty Payment will be distributed to Participating Waiting Time Sub-Class Members on a pro rata basis.

40. “Waiting Time Penalty Period” means the time period of July 26, 2018, through September 30, 2022.

TERMS OF AGREEMENT

41. Settlement Consideration. Defendants Weee! and Weee! Logistics shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel’s Fees and Costs; (3) Plaintiffs’ Service Awards; (4) Settlement Administration Costs to the Settlement Administrator; (5) the PAGA Payment (including LWDA payment); and (6) the Waiting Time Penalty Payment. Defendants Weee! and Weee! Logistics agree to pay the employer-side employment taxes for the wage portion of the Settlement in addition to the Gross Settlement Amount. The Parties agree that this is a non-

1 reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to
2 Defendants.

3 42. Funding of the Gross Settlement Amount. Within thirty (30) calendar days after the
4 Effective Date, Defendants Weee! and Weee! Logistics shall make a one-time deposit of the Gross
5 Settlement Amount and employer-side taxes on the wage portion of the Individual Settlement
6 Payments into a Qualified Settlement Fund (“QSF”) to be established by the Settlement
7 Administrator, from which the Settlement Administrator will have authority to distribute money
8 in accordance with the terms of this Settlement Agreement.

9 43. Class Counsel’s Fees and Costs. Defendants agree not to oppose or impede any
10 application or motion by Class Counsel for attorneys’ fees of up to one-third (1/3) of the Gross
11 Settlement Amount *i.e.*, the sum of Seven Hundred Ninety-One Thousand Six Hundred and Sixty-
12 Six Dollars and Sixty-Seven Cents (\$791,666.67), and litigation costs not to exceed Twenty-Five
13 Thousand Dollars (\$25,000.00), which shall be paid from the Gross Settlement Amount. The
14 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded
15 attorneys’ fees, costs, and expenses. Any portion of the Class Counsel’s Fees and Costs not
16 awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed as
17 provided in this Agreement.

18 44. Plaintiffs’ Service Awards. Defendants agree not to oppose or impede any
19 application or motion by Plaintiffs for a Service Award of up to Ten Thousand Dollars
20 (\$10,000.00) each to Plaintiff Paramo and Plaintiff Santos. Plaintiffs’ Service Awards shall be paid
21 from the Gross Settlement Amount and shall be paid in addition to Plaintiffs’ Individual Settlement
22 Payment as a Participating Class Member. The Settlement Administrator shall issue an IRS Form
23 1099 to each of the Plaintiffs reflecting the Service Awards. Plaintiffs shall be solely and legally
24 responsible to pay any and all applicable taxes on the Service Awards and shall hold harmless
25 Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest
26 arising as a result of the Service Award. Any portion of the Service Award not awarded to
27 Plaintiffs shall be added to the Net Settlement Amount and shall be distributed to Participating
28 Class Members as provided in this Agreement.

1 45. Settlement Administration Costs. The Settlement Administrator shall be paid for
2 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to
3 exceed \$47,500.00. These costs, which shall be paid from the Gross Settlement Amount, shall
4 include, *inter alia*, for printing the Notice and Publication Notice; distributing (including with
5 appropriate postage), tracking, and mailing the Notice ; performing any searches to locate any
6 Settlement Class Members and update addresses; calculating estimated amounts per Settlement
7 Class Member; tax reporting; distributing the Individual Settlement Payments; issuing IRS Forms
8 W-2 and 1099; establishing a Qualified Settlement Fund; distributing Plaintiffs' Service Awards,
9 Class Counsel's Fees and Costs, payment to the LWDA for PAGA penalties, and payment to the
10 PAGA Members the Aggrieved Employee PAGA Payment; providing necessary certification of
11 completion of notice, reports and declarations; providing and authenticating all Requests for
12 Exclusion and Notices of Objection received to the Court when necessary; coordinating and
13 securing publication of the Publication Notice as set forth herein; maintaining a website to receive
14 contact information obtained through the Publication Notice; the cost of running the Publication
15 Notice advertisement in the publications identified below; and other responsibilities as requested
16 by the Parties. Any portion of the Settlement Administration Costs not approved by the Court shall
17 be added to the Net Settlement Amount and shall be distributed as provided in this Agreement.

18 46. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
19 One Hundred Fifty Thousand Dollars (\$150,000.00) of the Gross Settlement Amount shall be
20 designated for satisfaction of claims for civil penalties under the PAGA. The Settlement
21 Administrator shall pay seventy-five percent (75%) of the PAGA Payment, *i.e.*, the sum of One
22 Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00), to the LWDA. The remaining
23 twenty-five percent (25%), *i.e.*, the sum of Thirty-Seven Thousand Five Hundred Dollars
24 (\$37,500.00), to the PAGA Members.

25 47. Calculation of Settlement Payments.

26 a. Participating Class Members: The Net Settlement Amount shall be
27 used to satisfy Individual Settlement Payments to Participating Class
28 Members in accordance with the terms of this Agreement. The Settlement

1 Administrator will allocate the Individual Settlement Payments by first
2 dividing the Net Settlement Amount by the total number of Eligible
3 Workweeks for all Participating Class Members during the Settlement
4 Period. That value will then be multiplied by the number of Eligible
5 Workweeks worked by each individual Participating Class Member during
6 the Settlement Period.

7 b. Participating Waiting Time Penalty Sub-Class Members: The
8 Waiting Time Penalty Payment shall be used to pay Participating Waiting
9 Time Penalty Sub-Class Members in accordance with the terms of this
10 Agreement. The Waiting Time Penalty Payment shall be divided by the
11 total number of Participating Waiting Time Penalty Sub-Class Members
12 and distributed pro rata to Participating Waiting Time Penalty Sub-Class
13 Members. This amount shall be in addition to any Individual Settlement
14 Payment or PAGA Payment.

15 c. PAGA Members: The Aggrieved Employee PAGA Payment shall
16 be paid to the PAGA members in accordance with the terms of this
17 Agreement. The Aggrieved Employee PAGA Payment shall be determined
18 by first dividing the Aggrieved Employee PAGA Payment by the total
19 number of workweeks worked by PAGA Members during the PAGA
20 Period for all PAGA Members. That value will then be multiplied by the
21 number of workweeks worked by each individual PAGA Member during
22 the PAGA Period. This amount shall be in addition to any Individual
23 Settlement Payment or Waiting Time Penalty Payment, and shall be paid
24 regardless of whether a PAGA Member submits a Request for Exclusion.

25 48. Treatment of Individual Settlement Payments. The Individual Settlement
26 Payments shall be allocated as 20% wages, for which Form W-2s shall be issued, and 80%
27 penalties and interest, for which Form 1099s shall be issued. The Individual Settlement Payments
28 will be paid to Participating Settlement Class Members subject to reduction for all employees'

1 share of typical withholdings and taxes associated with the wage portion of the Individual
2 Settlement Payments. The employer's share of taxes for the wage portions of the Individual
3 Settlement Payments shall be paid by Defendants Weee! and Weee! Logistics separately and in
4 addition to Defendants' payment of the Gross Settlement Amount. The Waiting Time Penalty
5 Payments and Aggrieved Employee PAGA Payment shall be allocated as 100% penalties and
6 interest for which Form 1099s shall be issued.

7 49. Administration of Taxes by the Settlement Administrator. The Settlement
8 Administrator will report payments under the Settlement to all required taxing and other
9 authorities, taking and transmitting the appropriate employee's and employer's share of
10 withholdings and taxes with respect to the wage portions of the Individual Settlement Payments,
11 and issuing IRS Forms W-2 and 1099 or other tax forms as may be required by law for all amounts
12 paid pursuant to this Agreement. The Settlement Administrator, in connection with the operation
13 and implementation of this Settlement Agreement (including, without limitation, expenses of tax
14 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or
15 failing to file the informational and other tax returns described in this Agreement), shall be treated
16 as, and considered to be, costs of administration of this Settlement and thus part of the Settlement
17 Administration Costs.

18 50. Tax Liability. Defendants make no representation as to the tax treatment or legal
19 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
20 not relying on any statement, representation, or calculation by Defendants or by the Settlement
21 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that
22 they will be solely responsible for the payment of any taxes and penalties (*i.e.*, Social Security,
23 Medicare, federal and state income taxes, SDI, etc.) assessed on their respective payments
24 described herein and will defend, indemnify, and hold Defendants and the Released Parties free
25 and harmless from and against any claims, taxes, penalties, and/or assessments resulting from
26 treatment of such payments as wages or non-taxable damages.

27 51. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

1 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
2 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
4 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
6 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
7 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
8 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
9 EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
10 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
11 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
12 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
13 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
14 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
15 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
16 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
17 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
18 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
19 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
20 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
21 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
22 AGREEMENT.

23 52. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
24 calculated with, and is premised on, a maximum 165,000 Eligible Workweeks, subject to the
25 Escalator Clause in Paragraph 75.

26 53. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
27 Participating Class Members under this Agreement, Service Awards made to each Plaintiff, as well
28 as any other payments made pursuant to this Agreement, shall not be utilized to calculate any

1 additional benefits under any benefit plans to which Plaintiffs or any Settlement Class Members
2 may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
3 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather,
4 it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts
5 to which any Settlement Class Members may be entitled under any benefit plans.

6 54. Settlement Administration Process. The Parties agree to cooperate in the
7 administration of the Settlement and to make all reasonable efforts to control and
8 minimize the costs and expenses incurred in the administration of the Settlement.
9 The Settlement Administrator shall provide the following services:

10 a. Establishing and maintaining a Qualified Settlement Fund account;
11 b. Coordinating and paying for the publication of the Publication Notice as
12 set forth in this Agreement;

13 c. Calculating the amount of Individual Settlement Payment that each
14 Settlement Class Member is eligible to receive;

15 d. Prior to mailing the Notice, the Settlement Administrator will verify the last
16 known address for each Settlement Class Member through a generally utilized, national address
17 update database;

18 e. Printing, translating, and mailing the Notices to Settlement Class Members;

19 f. Establishing and maintaining a toll-free informational telephone support
20 line to assist Settlement Class Members who have questions regarding the Notice;

21 g. Establishing and maintaining a website whereby Settlement Class Members
22 may submit contact information;

23 h. Conducting additional address searches for mailed Notices that are returned
24 as undeliverable – and to the extent new and more current addresses are found – reprinting and re-
25 mailing Notices;

26 i. Calculating Participating Class Members' settlement shares, fielding
27 inquiries from Class Members, and administering any Requests for Exclusion received. This
28 service will include settlement proceed calculations, printing and issuance of checks, and

preparation of W-2 and 1099 Forms. Basic accounting for and payment of all payroll tax deductions to be withheld and the deductions will also be included as part of this service;

j. Mailing reminder postcards to any Participating Class Members and/or Participating Waiting Time Penalty Sub-Class Members whose settlement checks have not been negotiated within 60 days after the date of mailing; and

k. Providing declarations and providing any letters/forms submitted by Settlement Class Members and/or other information to the Court as requested.

55. Delivery of the Class List. Within forty-five (45) calendar days of Preliminary Approval, Defendants shall provide the Class List to the Settlement Administrator. Within a reasonable period before seeking approval from the Court, Defendants shall provide a declaration signed under penalty of perjury detailing the efforts made to obtain contact information for all Settlement Class Members.

56. Notice by First-Class U.S. Mail. Within sixty-five (65) calendar days after receiving the Class List from Defendants, the Settlement Administrator shall mail Notices to all Settlement Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. The Notice shall be provided in both English, Spanish, and Mandarin.

57. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

58. Notices. All Settlement Class Members with known contact information be mailed a Notice. Each Notice will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms and where to find further information regarding the Settlement and any documents; (3) the Settlement Class definition; (4) each Settlement Class Member's estimated Individual Settlement Payment, Waiting Time Penalty Payment, and PAGA Penalty Payment and the formula for calculating those payments, if applicable; (5) the dates that comprise the Settlement Period, PAGA Period, and Waiting Time Penalty Period; (6) instructions on how to submit a valid Request for Exclusion, or Notice of Objection,; (7) the deadlines by

1 which the Settlement Class Member must submit the Request for Exclusion to the Settlement
2 Administrator; (8) the date of the final approval hearing; (9) the claims to be released; and (10) the
3 address of the courthouse to which the case is assigned and the court's website at which the case
4 file can be viewed online. The Notice shall also be in translated in Spanish and Mandarin. The
5 Notice will also inform Settlement Class Members that, to receive the Individual Settlement
6 Payment, PAGA Payment, or Waiting Time Penalty Payment, they do not need to do anything
7 except keep the Settlement Administrator apprised of their current mailing address.

8 59. Publication of Class Notice. Within ten (10) calendar days after receiving the Class
9 List from Defendants, the Settlement Administrator shall cause the Publication Notice to be
10 published in the Los Angeles Daily News, The San Francisco Chronicle, The Press-Enterprise,
11 World Journal, and La Opinion (in Spanish language) three times a week, for a four-week period,
12 and in the World Journal (in Mandarin language) daily for a period of 30 days or 4 weeks
13 (whichever is offered by the publication), to provide notice to Settlement Class Members whose
14 address information cannot be ascertained by Defendants. The Publication Notice shall set forth
15 in bold font a 1-800 telephone number and/or website maintained by the Settlement Administrator
16 whereby Settlement Class Members whose address information cannot be ascertained by
17 Defendants may submit/provide their name, address, employment dates, and last four digits of
18 their social security number to verify their status as Settlement Class Members. After the
19 verification process, Settlement Class Members will receive a Class Notice (Exhibit A) by mail or
20 online stating their rights and options in the Settlement. Settlement Class Members who respond
21 to the Publication Notice will have 45 days after the Publication Notice stops running ("Publication
22 Response Deadline") to submit a Request for Exclusion or Notice of Objection. Settlement Class
23 Members who respond to the Publication Notice and do not timely and validly opt out of the
24 Settlement will receive payment from the Settlement for release of the Released Claims and PAGA
25 Released Claims. Any Settlement Class Member whose address information cannot be ascertained
26 by Defendants and who does not timely and validly opt out of the Settlement shall be deemed a
27 Participating Class Member, Participating Waiting Time Penalty Sub-Class Member, and/or
28 PAGA Member, and will be bound by all terms of the Settlement to the fullest possible extent, if

1 the Settlement is granted final approval by the Court.

2 60. Any unclaimed Individual Settlement Payments by Settlement Class Members
3 whose addresses cannot be ascertained by Defendants shall remain for distribution to Participating
4 Class Members, Participating Waiting Time Penalty Sub-Class Members, and/or PAGA Members,
5 pursuant to the distribution formula in Paragraph 47.

6 61. Re-Mailing of Returned Notices. Any Notice returned to the Settlement
7 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
8 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
9 Administrator shall indicate the date of such re-mailing on the Notice. If no forwarding address is
10 provided, the Settlement Administrator shall promptly attempt to determine the correct address
11 using a skip-trace, or other search using the name, address and/or Social Security Number of the
12 Class Member involved and shall then perform a re-mailing. Those Settlement Class Members
13 who receive a re-mailed Notice shall have their Response Deadline extended by up to fifteen (15)
14 days from the original Response Deadline.

15 62. Request for Exclusion Procedures. Any Class Member may opt out from the
16 Settlement by submitting a written statement or a Request for Exclusion pursuant to the procedures
17 herein. For the Request for Exclusion to be deemed valid, Settlement Class Members must: (i)
18 provide their name, address, and telephone number, (ii) sign the Request for Exclusion, and (iii)
19 return the Request for Exclusion by mail/fax to the Settlement Administrator at the specified
20 address/facsimile indicated on the Notice on or before the Response Deadline. The date of the
21 postmark/fax-stamp shall be the exclusive means to determine whether the Request for Exclusion
22 is timely. By submitting such a Request for Exclusion, a Settlement Class Member shall be deemed
23 to have exercised his or her option to opt out of the Action and not be bound by this Agreement.
24 Accordingly, a Settlement Class Member who submits a valid and timely Request for Exclusion
25 will not be entitled to any payment under this Settlement and will not be bound by the terms of the
26 Settlement, except as to the PAGA Payment and PAGA Released Claims, if applicable. Any
27 Settlement Class Member who fails to submit a valid and timely Request for Exclusion on or
28 before the Response Deadline shall be deemed a Participating Class Member and/or Participating

Waiting Time Penalty Sub-Class Member and will be bound by all terms of the Settlement to the fullest possible extent, if the Settlement is granted final approval by the Court. Upon request, the Settlement Administrator shall provide counsel for the Parties with a list of Settlement Class Members who have validly and timely submitted a Request for Exclusion. The PAGA Members will be bound by the Settlement, if approved, as to the PAGA Released Claims regardless of whether they submit a Request for Exclusion. No Party will encourage any Settlement Class Member to opt out of the Settlement.

63. Settlement Terms Bind All Settlement Class Members Who Do Not Opt Out. Any Settlement Class Member who does not opt out of the Settlement by submitting a valid and timely Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

64. Objection Procedures. Any Settlement Class Member who does not opt out of this Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Settlement Class Member must prepare and submit by mail/fax a Notice of Objection to the Settlement Administrator by the Response Deadline. For the Notice of Objection to be deemed valid, the Settlement Class Member must provide (a) the objector's full name, signature, address, and telephone number, (b) a written statement of the grounds for his or her objection, (c) copies of any papers, briefs, or other documents upon which his or her objection is based, if any, and (d) a statement of whether the objector intends to appear at the Final Approval Hearing. To be deemed valid, the Settlement Class Member must mail and/or fax the Notice of Objection to the Settlement Administrator at the specified address/facsimile indicated in the Notice, and postmark/fax-stamp the Notice of Objection on or before the Response Deadline indicated in the Notice. The Settlement Class Member may include with the Notice of Objection any copies of any evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) upon which the objection is based. The Settlement Administrator will forward all valid and timely Notices of Objection received to the Parties, and the Parties will be permitted to respond in writing to such objections within at least seven (7) calendar days. Any Settlement Class Members who do

not submit a Notice of Objection according to this Paragraph or will be deemed to have waived any objections and will be foreclosed from making any objection to the Settlement, including by appealing the order granting Final Approval. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections to this Settlement. Any Settlement Class Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

65. Defendants' Right to Rescind. If more than five percent (5%) of the Settlement Class Members opt out of the Settlement by submitting valid and timely Request for Exclusion, Defendants have the right to rescind the Settlement Agreement. The Parties agree that they will not encourage any Settlement Class Member to object to the Settlement or to opt out. If Defendants exercise their option to rescind, Defendants shall: (a) provide written notice to Class Counsel at least five (5) business days prior to the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the Settlement Administrator up to the date of Defendants' notice to rescind. In the event the Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

66. Settlement Administrator's Reports of Information. The Settlement Administrator shall provide Counsel for Defendants and Class Counsel a weekly report which certifies the number of Settlement Class Members who have submitted valid Request(s) for Exclusion. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested. The Settlement Administrator shall also forward to Parties' counsel any Notice(s) of Objection received immediately upon receipt. Further, if requested by Parties' counsel, the Settlement Administrator shall forward any Request(s) for Exclusion to the Parties' counsel so that they can determine whether the request is valid and timely.

67. Distribution Timing of Individual Settlement Payments, PAGA Payments, and Waiting Time Penalty Payments. Within ten (10) calendar days of Defendants funding the Gross Settlement Amount, the Settlement Administrator shall issue payments to (1) Participating Class

Members; (2) Participating Waiting Time Penalty Sub-Class Members; (3) PAGA Members (or those Settlement Class Members who worked during the PAGA Period); (4) the Labor and Workforce Development Agency; (5) Plaintiffs Paramo and Santos; and (6) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

68. Settlement Distribution Checks to Participating Class Members. Any envelope transmitting a check for payment of Individual Settlement Payments to Participating Class Members shall bear the notation: “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” If (i) any of the Participating Class Members are current employees of Defendants, (ii) the checks mailed to those employees are returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address through a reasonable search, the Settlement Administrator shall arrange with Defendants’ counsel to have those settlement checks delivered to the Participating Class Members at their place of employment. The Settlement Administrator will mail a reminder postcard to any Participating Class Members and/or Participating Waiting Time Penalty Sub-Class Members whose settlement checks have not been negotiated within 60 days after the date of mailing.

69. Uncashed Settlement Payments. Any checks issued by the Settlement Administrator to Participating Class Members shall be negotiable for not less than one hundred and eighty (180) days from the date of their issuance. This is a non-reversionary settlement. All Individual Settlement Payments and/or Waiting Time Penalty Payments to Participating Class Members and/or Participating Waiting Time Penalty Sub-Class Members that remain un-cashed within one hundred eighty (180) days of the mailing of payments by the Settlement Administrator shall be paid out to the following *cy pres* recipient: Legal Aid at Work.

70. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

71. Administration Costs if Settlement Fails or is Delayed. If an objection to the Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if

the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiffs, unless otherwise specified in this Agreement.

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

73. Release of Claims by Participating Class Members and Participating Waiting Time Penalty Sub-Class Members. Upon funding of the Gross Settlement Amount, for and in consideration of the mutual promises, terms, and conditions by and between the Participating Sub-Class Members, Participating Waiting Time Penalty Sub-Class Members, and Defendants set forth herein, the sufficiency of which consideration is expressly acknowledged, the Participating Class Members and Participating Waiting Time Penalty Sub-Class Members do hereby fully, finally, and forever release, settle, relinquish, and discharge the Released Parties from any and all Released Claims. Nothing in this Agreement shall be construed to require Participating Class Members or Participating Waiting Time Penalty Sub-Class Members to waive or release rights which may not be waived or released as a matter of applicable law. This release is final and binding on all Participating Class Members and Participating Waiting Time Penalty Sub-Class Members.

74. Release of Claims by PAGA Members. Upon funding of the Gross Settlement Amount, for and in consideration of the mutual promises, terms, and conditions by and between the PAGA Members and Defendants set forth herein, the sufficiency of which consideration is expressly acknowledged, the PAGA Members do hereby fully, finally, and forever release, settle, relinquish, and discharge the Released Parties from any and all PAGA Released Claims. Nothing in this Agreement shall be construed to require PAGA Members to waive or release rights which may not be waived or released as a matter of applicable law. This release is final and binding on all PAGA Members

75. Escalator Clause. The Parties premised the proposed Settlement on this representation and agree that if the actual number of workweeks worked by Settlement Class

Members during the Settlement Period exceeds 150,000 by more than ten percent (10%) (*i.e.*, 165,000 workweeks), then Defendants shall have the option of 1) increasing the Gross Settlement Amount by the proportionate amount above ten percent; or 2) adjusting the end date of the PAGA Period and Settlement Period so that no more than 165,000 workweeks are included in the Settlement Period. As an example, if the actual number of workweeks increases by 15% above 150,000 and Defendants choose option 1, then the Gross Settlement Amount shall be increased by 5%.

76. Nullification of Settlement. If the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning.

77. Disputes Regarding Individual Settlement Payments and/or Waiting Time Penalty Payments. If Settlement Class Members have a dispute as to the data provided by Defendants, Settlement Class Members will have the opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments and/or Waiting Time Penalty Payments under the terms of this Agreement, and that determination shall be binding.

78. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

79. Preliminary Approval Hearing. Plaintiffs shall obtain a hearing before the Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice to be sent to all Settlement Class Members as specified herein. In conjunction with the Preliminary Approval

1 hearing, Plaintiffs shall submit this Agreement, which sets forth the terms of this Settlement, and
2 will include the proposed Notice, attached to this Agreement as **Exhibit A**. If the Court declines
3 to approve the Settlement or approves it conditional on modifications to the settlement terms, the
4 Parties shall work in good faith to modify the settlement terms to obtain approval, provided that
5 the material terms of the Settlement are not affected.

6 80. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
7 Requests for Exclusion or objections to the Settlement, and with the Court's permission, a Final
8 Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the
9 Settlement along with the amounts properly payable for: (i) Individual Settlement Payments and
10 Waiting Time Penalty Payments; (ii) the PAGA (including LWDA) Payment; (ii) the Class
11 Counsel's Fees and Costs; (iii) Plaintiffs' Service Awards; and (iv) Settlement Administration
12 Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final
13 approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
14 application to be heard at the Final Approval Hearing.

15 81. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
16 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
17 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
18 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
19 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
20 may be appropriate under court rules or as set forth in this Agreement.

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

25 83. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
26 agree that they will not issue any press releases, initiate any contact with the press, respond to any
27 press inquiry, or have any communication with the press about the fact, amount, or terms of the
28 Settlement, prior to the entry of the Final Approval Order and Judgment.

1 84. Entire Agreement. This Agreement, the Confidential Settlement Agreement and
2 General Release of All Claims, and any attached Exhibits constitute the entirety of the Parties'
3 Settlement terms.

4 85. Amendment or Modification. This Agreement may be amended or modified only
5 by a written instrument signed by the Parties, their counsel, or their successors-in-interest.

6 86. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
9 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
10 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
11 other and use their best and good faith efforts to effect the implementation of the Settlement. If the
12 Parties are unable to reach agreement on the form or content of any document needed to implement
13 the Settlement, or on any supplemental provisions that may become necessary to effectuate the
14 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
15 disagreement.

16 87. Binding on Successors and Assigns. This Agreement shall be binding upon, and
17 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

18 88. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
19 governed by and interpreted according to the laws of the State of California.

20 89. Execution and Counterparts. This Agreement is subject only to the execution of all
21 Parties. However, the Agreement may be executed in one or more counterparts. All executed
22 counterparts and each of them, including facsimile, electronic, .pdf, DocuSign, and scanned copies
23 of the signature page, shall be deemed to be one and the same instrument provided that counsel for
24 the Parties shall exchange among themselves the signed counterparts.

25 90. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
26 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
27 Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation,
28 taking into account all relevant factors, present and potential. The Parties further acknowledge that

they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

91. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

92. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Fees and Costs award below the amount Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's terms.

93. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs or any Settlement Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Settlement Agreement, or any documents or orders issued related to this Settlement, will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants are liable to Plaintiffs or any Settlement Class Member.

94. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines

promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendants, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

95. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

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

97. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

98. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

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

100. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

Dated: _____

PLAINTIFF ROSEMARIE SANTOS

Rosemarie Santos

Dated: _____

PLAINTIFF GILBERT PARAMO

Gilbert Paramo

7/20/2023
Dated: _____

DEFENDANT WEEE! INC.

DocuSigned by:

Min Liu

Name of Authorized Signatory

7/20/2023
Dated: _____

DEFENDANT WEEE! LOGISTICS, INC.

DocuSigned by:

Min Liu

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

100. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

Dated: 7/20/2023

PLAINTIFF ROSEMARIE SANTOS

DocuSigned by:

Rosemarie Santos

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Rosemarie Santos

Dated: 7/21/2023

PLAINTIFF GILBERT PARAMO

DocuSigned by:

Gilbert Paramo

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Gilbert Paramo

Dated: _____

DEFENDANT WEEE! INC.

Name of Authorized Signatory

Dated: _____

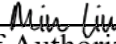
DEFENDANT WEEE! LOGISTICS, INC.

Name of Authorized Signatory

7/20/2023
Dated: _____

DEFENDANT WEEE! LOGISTICS LLC

DocuSigned by:

Min Lin

Name of Authorized Signatory

APPROVED AS TO FORM

Dated: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Max Gavron

Mai Tulyathan

Attorneys for Plaintiffs, the Class, and Aggrieved
Employees

July 24, 2023
Dated: _____

GORDON REES SCULLY MANSUKHANI,
LLP



Debra Ellwood Meppen

Peter Choi

Matthew Theriault

Shira Diamant Astuti

Attorneys for Defendants Weee! Logistics, Inc.
and Weee! Inc.

Name of Authorized Signatory

Dated: _____

DEFENDANT WEEE! LOGISTICS LLC

Name of Authorized Signatory

APPROVED AS TO FORM

Dated: July 21, 2023

DIVERSITY LAW GROUP, P.C.



Larry W. Lee

Max Gavron

Mai Tulyathan

Attorneys for Plaintiffs, the Class, and Aggrieved
Employees

Dated: _____

GORDON REES SCULLY MANSUKHANI,
LLP

Debra Ellwood Meppen

Peter Choi

Matthew Theriault

Shira Diamant Astuti

Attorneys for Defendants Weee! Logistics, Inc.
and Weee! Inc.

1 **ADDENDUM "A"**

2 IN WITNESS WHEREOF, the following Staffing Agencies hereto knowingly and
3 voluntarily executed this Joint Stipulation of Class Action Settlement and Release between
4 Plaintiffs and Defendants as of the date(s) set forth below:

5 **READ CAREFULLY BEFORE SIGNING**

6 Dated: 07/20/23 WDRN Staffing Inc
7 Name of Staffing Agency

8 Edgar Mota ceo
9 Name and Title of Authorized Signatory

10
11 Dated: _____
12 Name of Staffing Agency

13 _____
14 Name and Title of Authorized Signatory

15 Dated: _____
16 Name of Staffing Agency

17 _____
18 Name and Title of Authorized Signatory

19
20 Dated: _____
21 Name of Staffing Agency

22 _____
23 Name and Title of Authorized Signatory

24 Dated: _____
25 Name of Staffing Agency

26 _____
27 Name and Title of Authorized Signatory

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2 _____
3 Name of Staffing Agency

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5 Name and Title of Authorized Signatory

6 Dated: _____

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8 Name of Staffing Agency

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10 Name and Title of Authorized Signatory

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15 Name and Title of Authorized Signatory

16 Dated: _____

17 _____
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19 _____
20 Name and Title of Authorized Signatory

21 Dated: _____

22 _____
23 Name of Staffing Agency

24 _____
25 Name and Title of Authorized Signatory

26 Dated: 7-24-23

27 SkillSet Group

28 _____
29 Name of Staffing Agency

30  **CEO**

31 _____
32 Name and Title of Authorized Signatory

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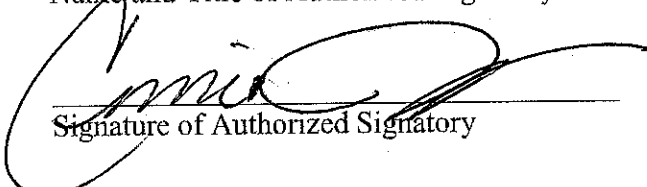
8-16-2023

Connect Staffing

Name of Staffing Agency

Cima Johnson Pres.

Name and Title of Authorized Signatory


Signature of Authorized Signatory

Dated: September 8, 2023 Partners Personnel - Management Services, LLC

Name of Staffing Agency

Christian Moro, Counsel

Name and Title of Authorized Signatory

Christian Moro
Digitally signed by Christian Moro
DN: cn=Christian Moro, c=US,
ou=Partners Personnel -
Management Services, LLC,
email=christian.moro@partnerspers
onnel.com
Date: 2023.09.08 11:40:37 -07'00'

Signature of Authorized Signatory

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Gilberto Paramo, et al. v. Weee!, Inc., et al.
San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-1129

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you were employed by Weee! Inc.; Weee! Logistics, Inc.; Weee! Logistics, LLC (collectively “Weee!”) in California or worked for Weee! in California through a staffing agency that contracted with Weee! from July 26, 2017 through September 30, 2022, this class action may affect your rights.

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS.**

YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT FROM THIS CLASS ACTION

SETTLEMENT IS \$.

According to Weee!’s records, the total number of workweeks that you worked for Weee! in California as a non-exempt employee, between July 26, 2017, through September 30, 2022, is . Based on this number, your Individual Settlement Payment is estimated to be \$.

According to Weee!’s records, you [are] [are not] eligible for a settlement payment as a member of the Waiting Time Penalty Sub-Class. [Your share as a member of the Waiting Time Penalty Sub-Class is estimated to be \$.]

According to Weee!’s records, you [are] [are not] eligible for a settlement payment of the California’s Private Attorney General Act claims settled in this lawsuit. [The total number of workweeks that you worked for Weee! in California as a non-exempt employee, between June 21, 2020, through September 30, 2022, is . Based on this number, your share of the PAGA payment is estimated to be \$.]

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in the class action lawsuit styled *Gilbert Paramo, et al. v. Weee!, Inc., et al.*, Superior Court of the State of California, County of San Joaquin, Case Number STK-CV-UOE-2023-1129 (“the “Action”).

You received this Notice of Class Action Settlement (“Notice”) because Weee!’s records indicate that you are a member of the Settlement Class. Weee!’s records show that you worked as a non-exempt employee for Weee! (directly or through a staffing agency that contracted with Weee!) to perform work in California from July 26, 2017 through September 30, 2022 (“Settlement Period”) and therefore, you are a Class Member in the Action. The purpose of this Notice is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement.

A hearing will be held to determine whether the Settlement is fair, reasonable, and adequate (“Final Approval Hearing”). The Final Approval Hearing will be held on [Date] at [Time] before the Honorable [Name] of the San Joaquin County Superior Court Courthouse, located at [Address].

As a Class Member, you have several options available to you, which are explained in the chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OPTION #1: DO NOTHING	You need not take any action if you wish to receive your settlement payment. If you choose this option and the settlement is finally approved by the Court, you will automatically be mailed a check for your share of the Settlement at the address on file with the Settlement Administrator. In exchange for the settlement check, you will give up rights to pursue a separate legal action against Weee! and any staffing agencies Weee! contracted with to perform work in California for the same legal claims that are part of this lawsuit (see page [REDACTED] for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
OPTION #2: EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [RESPONSE DEADLINE/PUBLICATION RESPONSE DEADLINE]	If you ask to be excluded from the class action settlement, you will <u>not</u> receive a share of the settlement. If you choose to exclude yourself from the Settlement, you will not be paid any money for release of the class claims alleged in the Action, but you will keep any rights you may have to bring your own separate lawsuit against Weee! and any staffing agencies Weee! contracted with to perform work in California for the same legal claims in this lawsuit that are released in this settlement, other than claims for alleged violations of California Private Attorney General Act (PAGA). You cannot ask to be excluded and still get a settlement payment for the class action settlement. Regardless of whether you ask to be excluded from the class action portion of the settlement, you will receive a share of the PAGA settlement and be deemed to have released the PAGA claims referenced in this Notice.
OPTION #3: OBJECT Deadline: [RESPONSE DEADLINE/PUBLICATION RESPONSE DEADLINE]	If you do not agree with the Settlement, you may object to the Settlement according to the instructions described below on page [REDACTED]. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. This option is only available if you do not exclude yourself from the Settlement. Objecting to the settlement will not exclude you from the settlement.

Who is affected by the Settlement?

The Court has certified the following class (“Class”) for settlement purposes: All current and former non-exempt employees who worked for Weee! in California, including all non-exempt employees who worked for Weee! in California under a contract with one or more staffing agencies, during the Settlement Period. According to Weee!’s records, you are a member of the Class (referred to as a “Class Member”).

What is this case about?

Plaintiffs Gilbert Paramo and Rosemarie Santos (“Plaintiffs”) commenced this Action by filing a complaint on February 9, 2023, in the Superior Court of the State of California, County of San Joaquin. Plaintiffs allege on behalf of themselves and all non-exempt employees of Weee! in California, including those that worked for Weee! through a staffing agency under a contract with Weee!, various claims under the California Labor Code and California Business & Professions Code. Specifically, Plaintiffs allege that Weee! is liable for failure to provide meal and rest breaks or pay premium pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements,

maintain required payroll records, and indemnify employees for business expenses. Plaintiffs also allege Weee! violated California's Private Attorney General Act of 2004 ("PAGA") based on the same claims.

Weee! denies all liability and are confident that they have strong legal and factual defenses to these claims. Weee! also recognizes the risks and costs associated with litigation. Weee! contends that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

The Court has not found in favor of either Plaintiffs or Weee!, and has not made any ruling on the merits of Plaintiffs' claims or Weee!'s defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between the Parties and is not an admission of liability on the part of Weee!. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe that this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called a "Class Representative" sues on behalf of other people who have similar claims. The Class Representatives are Plaintiffs Gilbert Paramo and Rosemarie Santos. They and all of the people whose claims are being pursued in the case are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. The Court has preliminarily approved the law firm of Diversity Law Group to serve as counsel for Plaintiffs and the Class ("Class Counsel"). Class Counsel's contact information is as follows:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Max Gavron

Mai Tulyathan

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Weee! will pay a total amount of Two Million Three Hundred Seventy-Five Thousand Dollars (\$2,375,000.00) (the "Gross Settlement Amount") in order to resolve the claims in the Action. This Gross Settlement Amount includes (1) all individual settlement payments to Class Members who do not opt out of the Settlement ("Participating Class Members"); (2) the amount of \$250,000.00 to be distributed to Class Members who do not opt out of the Settlement and whose employment with Weee! ended at any time between July 26, 2018, through September 30, 2022 ("Waiting Time Penalty Sub-Class Members"), allocated to resolve all claims under Labor Code section 203; (3) up to \$791,666.67 in attorneys' fees and up to \$25,000.00 in litigation costs and expenses incurred in connection with this lawsuit; (4) service awards of up to \$10,000.00 each to the Plaintiffs for undertaking the efforts and prosecuting this lawsuit on behalf of the class; (5) a \$150,000.00 settlement of claims under the PAGA, which includes a \$112,500.00 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and \$37,500.00 to be distributed to non-exempt employees of Weee! (directly or through a staffing agency that contracted with Weee!) to perform work in California from June 21, 2020, through September 30, 2022 ("PAGA Members"); (6) up to \$47,500.00 for settlement administration costs to the Settlement Administrator. The Gross Settlement Amount does not include the employer's share of payroll taxes with respect to the portion of the Individual Settlement Payments that is allocated as wage-related damages, which shall be paid separately by Weee!.

After deducting the payments above (to the extent they are approved by the Court), the “Net Settlement Amount” is estimated to be \$1,090,833.33, which will be allocated to Class Members who do not opt out of the Settlement. The Net Settlement Amount shall be used to pay the payments described below.

Settlement Payment Shares to Participating Class Members:

Each Participating Class Member will receive a share of the Net Settlement Amount (called an “Individual Settlement Payment”) which, to the extent possible, will be based upon the number of workweeks that he or she worked for Defendants during the Class Period (“Eligible Workweeks”), as follows:

- The Settlement Administrator will divide the Net Settlement Amount by the aggregate number of Eligible Workweeks for all Participating Class Members, resulting in a value for each Eligible Workweek (“Eligible Workweek Value”). The Settlement Administrator will then take the number of Eligible Workweeks worked by each Participating Class Member and multiply it by the Eligible Workweek Value. This calculation will yield the amount of each Participating Class Member’s estimated Individual Settlement Payment.

In addition, individuals who are also “PAGA Members,” or individuals who worked as non-exempt employees for Weee!, including those who worked for Weee! in California under a contract with one or more staffing agencies during the from June 21, 2020 to September 30, 2022 (“PAGA Period”), are entitled to receive a portion of the settlement of PAGA penalties. The Parties have agreed that \$150,000.00 of the Gross Settlement Amount shall be allocated to the settlement of claims under the Labor Code Private Attorneys General Act, which is inclusive of a \$112,500.00 payment to the LWDA. The remaining \$37,500.00 shall be distributed to PAGA Members. Each PAGA Member’s share of the PAGA payment (“Aggrieved Employee PAGA Payment”) shall be determined as follows:

- The Settlement Administrator will first divide the Aggrieved Employee PAGA Payment by the total number of workweeks worked by PAGA Members during the PAGA Period for all PAGA Members. That value will then be multiplied by the number of workweeks worked by each individual PAGA Member during the PAGA Period. This calculation will yield the amount of each Class Member’s estimated payment for releasing the PAGA claims alleged in the Action.

In addition, individuals who are also part of the “Waiting Time Penalty Sub-Class,” or Class Members whose employment with Weee! ended at any time during the period of July 26, 2018 through September 30, 2022, shall be entitled to receive a portion of the Waiting Time Penalty Payment. The Parties have agreed that \$250,000.00 of the Gross Settlement Amount will be allocated to resolve claims for waiting time penalties under Labor Code Section 203. Each Participating Waiting Time Penalty Sub-Class Member’s share shall be determined as follows:

- The Waiting Time Penalty Payment shall be divided by the total number of Participating Waiting Time Penalty Sub-Class Members and distributed *pro rata*, or proportionally, to Participating Waiting Time Penalty Sub-Class Members. This amount shall be in addition to any Individual Settlement Payment or PAGA Payment.

Your estimated number of workweeks worked during the Class Period and PAGA Period, along with your estimated total settlement payment, which includes your estimated Individual Settlement Payment, your share from the PAGA payment (if eligible), your share from the Waiting Time Penalty Payment (if eligible), are listed on the front page of this Notice.

For tax purposes, each Class Member’s Individual Settlement Payment will be allocated as follows: 20% wages, subject to all applicable tax withholdings (the “wage portion”); 80% as non-wage penalties and interest, not subject to payroll tax withholdings. The wage portion of each Individual Settlement Payment will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The non-wage portion will be reported on an IRS Form 1099. The employer’s share of payroll taxes attributed to the wage portion of Class Member’s Individual Settlement Payments will be paid by Weee! separately from and in addition to the Gross Settlement Amount.

Waiting Time Penalty Payments and Aggrieved Employee PAGA Payments will be allocated as 100% penalties and interest, and will not be subject to payroll taxes or withholdings. These payments will be reported on an IRS Form 1099.

If a Class Member fails to cash a check for his or her Individual Settlement Payment within 180 calendar days after the check is issued, the check will be voided and shall be distributed to the Legal Aid at Work.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

If the Court grants final approval of the settlement, you will automatically be mailed a settlement check for your share of the settlement amount. In addition, you will be deemed to have released or waived the “Released Claims” against the “Released Parties” as defined below:

- Released Claims is defined as “any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action including claims for failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, or Business and Professions Code § 17200, *et seq.*, which are premised on the same allegations.”
- Released Parties includes Weee! and their respective present and former officers, directors, employees, and agents, and all Staffing Agencies engaged by Weee! in California as identified in Plaintiffs’ amended letter submitted to the LWDA on January 4, 2023, and their present and former officers, directors, employees, and agents during the period of July 26, 2017, through September 30, 2022.

In addition, regardless of whether you submit a Request for Exclusion, you will be deemed to have released or waived the “PAGA Released Claims” as defined below:

- PAGA Released Claims is defined as “any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action pursuant to the Private Attorneys General Act (“PAGA”), Labor Code §§ 2698-2699.5, which accrued during the PAGA Period, including violations premised on violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802.”

What are my options in this matter?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked or your eligibility as a PAGA member or Waiting Time Penalty Sub-Class Member as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position. The Settlement Administrator’s address is [Settlement Administrator address]. The Settlement Administrator shall determine the eligibility for, and the amounts of the settlement payment shares, and that determination shall be binding.

If you remain in the Settlement, you will release the Released Claims, as described above.

- **OPTION 2 – EXCLUDE YOURSELF OR OPT OUT FROM THE SETTLEMENT**

You have a right to exclude yourself from (“opt out” of) the Settlement Class, but if you choose to do so, you will not receive any monetary payments from the class action portion of the settlement. You will not be bound by a judgment in this case, and you will keep the right to file your own lawsuit against Weee! for the same claims in this lawsuit in your own separate lawsuit if you wish.

To exclude yourself from the Settlement, you must write to the Settlement Administrator stating that you want to be excluded from the *Gilbert Paramo v. Weee!, Inc.* settlement.

Be sure to include: (a) your name, address, and telephone number; (b) your signature; and (c) a statement that you wish to be excluded from the *Gilbert Paramo v. Weee!, Inc.* settlement. Your letter must be postmarked or fax-stamped no later than [Response Deadline/Publication Response Deadline] and mailed/faxed to the Settlement Administrator at [XXXXXXXXXX].

If you submit a valid and timely request for exclusion, you will no longer be part of the class action portion of the Settlement. You may not object to the Settlement, and will not receive an Individual Payment Amount or a settlement share of the Waiting Time Penalty Payment. However, you will still receive your share of the settlement from the PAGA payment for release of your PAGA Released Claims as described above. If you do not timely submit a valid request for exclusion, you will remain in the Settlement, and you will be bound by the release of the Released Claims and all other Settlement terms.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you believe the Settlement is not fair, reasonable or adequate, you may object to it. To object, you must prepare a written statement of objection to the Settlement Administrator. The written objection must contain: (a) your full name, signature, address, and telephone number, (b) a written statement of the grounds for your objection, (c) copies of any papers, briefs, or other documents upon which your objection is based, if any, and (d) a statement of whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

Your letter must be postmarked or fax-stamped no later than [Response Deadline/Publication Response Deadline] and mailed/faxed to the Settlement Administrator at [XXXXXXXXXX].

If you submit an objection, you will remain eligible for a monetary payment under the Settlement if the Court approves the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. You cannot exclude yourself from the Settlement **and** submit an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the service payments to the Class Representatives, the settlement administration costs, and the amount allocated to the settlement of PAGA claims on [Date] at [Time] in Department [] of the San Joaquin County Superior Court Courthouse, located at [Address]. At the Final Approval Hearing, the Court will rule on any objections, as well as hear arguments for and against the proposed settlement. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the Joint Stipulation of Class Action Settlement (“Settlement Agreement”) that is on file with the Court. The pleadings and other records in this matter, including a complete copy of the Settlement Agreement, may be examined during regular

court hours at the Civil Records Department of the San Joaquin Superior Court. Any questions regarding this Notice should be directed to the Class Counsel, whose contact information is listed on page 2 of this Notice.

For more information, you may also call the Settlement Administrator toll-free at [Phone Number].

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Phone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

ALL INQUIRIES REGARDING THIS SETTLEMENT SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR: [INSERT SETTLEMENT ADMIN INFO] **or PLAINTIFF'S ATTORNEYS:** Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SAN JOAQUIN SUPERIOR COURT**

EXHIBIT B

**IF YOU WORKED AT WEEE! LOGISTICS INC., WEEE! LOGISTICS LLC and/or
WEEE! INC. IN CALIFORNIA and/or WERE PLACED TO WORK BY A STAFFING
AGENCY AT ANY OF THOSE COMPANIES IN CALIFORNIA AT ANY TIME
BETWEEN JULY 26, 2017, THROUGH SEPTEMBER 30, 2022 YOU COULD RECEIVE
A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT**

If you worked at Weee! Logistics Inc., Weee! Logistics LLC, and/or Weee! Inc. (“Defendants”) in California, and/or were placed to work at Defendants through a staffing agency in California at any time between July 26, 2017, through September 30, 2022, you may be a class member in *Paramo et al v. WEEE LOGISTICS INC., et al.*, San Joaquin Superior Court case number STK-CV-UOE-2023-0001129. A class action settlement has been reached in this case (“Weee! Class Action Settlement”) and if you would like to receive payment for release of your claims, please call the Settlement Administrator at **800-523-5773** immediately to receive more information about this settlement. To receive payment from this settlement, you must provide verification to the Settlement Administrator including your name, address, dates of employment, and the last four digits of your social security number by **[DATE]**. You may also submit your information for verification at this website: **[bold font website URL]**. To verify your status, please contact the Settlement Administrator listed below. If you believe you are a class member and do not want to release claims against Defendants, you must submit a letter requesting exclusion from the settlement by **[DATE]**. More information regarding the proposed settlement may be found at the website above.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Gilberto Paramo, et al. v. Weee!, Inc., et al.
San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-1129

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you were employed by Weee! Inc.; Weee! Logistics, Inc.; Weee! Logistics, LLC (collectively “Weee!”) in California or worked for Weee! in California through a staffing agency that contracted with Weee! from July 26, 2017 through September 30, 2022, this class action may affect your rights.

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS.**

YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT FROM THIS CLASS ACTION

SETTLEMENT IS \$.

According to Weee!’s records, the total number of workweeks that you worked for Weee! in California as a non-exempt employee, between July 26, 2017, through September 30, 2022, is . Based on this number, your Individual Settlement Payment is estimated to be \$.

According to Weee!’s records, you [are] [are not] eligible for a settlement payment as a member of the Waiting Time Penalty Sub-Class. [Your share as a member of the Waiting Time Penalty Sub-Class is estimated to be \$.]

According to Weee!’s records, you [are] [are not] eligible for a settlement payment of the California’s Private Attorney General Act claims settled in this lawsuit. [The total number of workweeks that you worked for Weee! in California as a non-exempt employee, between June 21, 2020, through September 30, 2022, is . Based on this number, your share of the PAGA payment is estimated to be \$.]

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in the class action lawsuit styled *Gilbert Paramo, et al. v. Weee!, Inc., et al.*, Superior Court of the State of California, County of San Joaquin, Case Number STK-CV-UOE-2023-1129 (“the “Action”).

You received this Notice of Class Action Settlement (“Notice”) because Weee!’s records indicate that you are a member of the Settlement Class. Weee!’s records show that you worked as a non-exempt employee for Weee! (directly or through a staffing agency that contracted with Weee!) to perform work in California from July 26, 2017 through September 30, 2022 (“Settlement Period”) and therefore, you are a Class Member in the Action. The purpose of this Notice is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement.

A hearing will be held to determine whether the Settlement is fair, reasonable, and adequate (“Final Approval Hearing”). The Final Approval Hearing will be held on [Date] at [Time] before the Honorable [Name] of the San Joaquin County Superior Court Courthouse, located at [Address].

As a Class Member, you have several options available to you, which are explained in the chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OPTION #1: DO NOTHING	You need not take any action if you wish to receive your settlement payment. If you choose this option and the settlement is finally approved by the Court, you will automatically be mailed a check for your share of the Settlement at the address on file with the Settlement Administrator. In exchange for the settlement check, you will give up rights to pursue a separate legal action against Weee! and any staffing agencies Weee! contracted with to perform work in California for the same legal claims that are part of this lawsuit (see page [REDACTED] for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
OPTION #2: EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [RESPONSE DEADLINE/PUBLICATION RESPONSE DEADLINE]	If you ask to be excluded from the class action settlement, you will <u>not</u> receive a share of the settlement. If you choose to exclude yourself from the Settlement, you will not be paid any money for release of the class claims alleged in the Action, but you will keep any rights you may have to bring your own separate lawsuit against Weee! and any staffing agencies Weee! contracted with to perform work in California for the same legal claims in this lawsuit that are released in this settlement, other than claims for alleged violations of California Private Attorney General Act (PAGA). You cannot ask to be excluded and still get a settlement payment for the class action settlement. Regardless of whether you ask to be excluded from the class action portion of the settlement, you will receive a share of the PAGA settlement and be deemed to have released the PAGA claims referenced in this Notice.
OPTION #3: OBJECT Deadline: [RESPONSE DEADLINE/PUBLICATION RESPONSE DEADLINE]	If you do not agree with the Settlement, you may object to the Settlement according to the instructions described below on page [REDACTED]. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. This option is only available if you do not exclude yourself from the Settlement. Objecting to the settlement will not exclude you from the settlement.

Who is affected by the Settlement?

The Court has certified the following class (“Class”) for settlement purposes: All current and former non-exempt employees who worked for Weee! in California, including all non-exempt employees who worked for Weee! in California under a contract with one or more staffing agencies, during the Settlement Period. According to Weee!’s records, you are a member of the Class (referred to as a “Class Member”).

What is this case about?

Plaintiffs Gilbert Paramo and Rosemarie Santos (“Plaintiffs”) commenced this Action by filing a complaint on February 9, 2023, in the Superior Court of the State of California, County of San Joaquin. Plaintiffs allege on behalf of themselves and all non-exempt employees of Weee! in California, including those that worked for Weee! through a staffing agency under a contract with Weee!, various claims under the California Labor Code and California Business & Professions Code. Specifically, Plaintiffs allege that Weee! is liable for failure to provide meal and rest breaks or pay premium pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements,

maintain required payroll records, and indemnify employees for business expenses. Plaintiffs also allege Weee! violated California's Private Attorney General Act of 2004 ("PAGA") based on the same claims.

Weee! denies all liability and are confident that they have strong legal and factual defenses to these claims. Weee! also recognizes the risks and costs associated with litigation. Weee! contends that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

The Court has not found in favor of either Plaintiffs or Weee!, and has not made any ruling on the merits of Plaintiffs' claims or Weee!'s defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between the Parties and is not an admission of liability on the part of Weee!. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe that this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called a "Class Representative" sues on behalf of other people who have similar claims. The Class Representatives are Plaintiffs Gilbert Paramo and Rosemarie Santos. They and all of the people whose claims are being pursued in the case are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. The Court has preliminarily approved the law firm of Diversity Law Group to serve as counsel for Plaintiffs and the Class ("Class Counsel"). Class Counsel's contact information is as follows:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Max Gavron

Mai Tulyathan

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Weee! will pay a total amount of Two Million Three Hundred Seventy-Five Thousand Dollars (\$2,375,000.00) (the "Gross Settlement Amount") in order to resolve the claims in the Action. This Gross Settlement Amount includes (1) all individual settlement payments to Class Members who do not opt out of the Settlement ("Participating Class Members"); (2) the amount of \$250,000.00 to be distributed to Class Members who do not opt out of the Settlement and whose employment with Weee! ended at any time between July 26, 2018, through September 30, 2022 ("Waiting Time Penalty Sub-Class Members"), allocated to resolve all claims under Labor Code section 203; (3) up to \$791,666.67 in attorneys' fees and up to \$25,000.00 in litigation costs and expenses incurred in connection with this lawsuit; (4) service awards of up to \$10,000.00 each to the Plaintiffs for undertaking the efforts and prosecuting this lawsuit on behalf of the class; (5) a \$150,000.00 settlement of claims under the PAGA, which includes a \$112,500.00 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and \$37,500.00 to be distributed to non-exempt employees of Weee! (directly or through a staffing agency that contracted with Weee!) to perform work in California from June 21, 2020, through September 30, 2022 ("PAGA Members"); (6) up to \$47,500.00 for settlement administration costs to the Settlement Administrator. The Gross Settlement Amount does not include the employer's share of payroll taxes with respect to the portion of the Individual Settlement Payments that is allocated as wage-related damages, which shall be paid separately by Weee!.

After deducting the payments above (to the extent they are approved by the Court), the “Net Settlement Amount” is estimated to be \$1,090,833.33, which will be allocated to Class Members who do not opt out of the Settlement. The Net Settlement Amount shall be used to pay the payments described below.

Settlement Payment Shares to Participating Class Members:

Each Participating Class Member will receive a share of the Net Settlement Amount (called an “Individual Settlement Payment”) which, to the extent possible, will be based upon the number of workweeks that he or she worked for Defendants during the Class Period (“Eligible Workweeks”), as follows:

- The Settlement Administrator will divide the Net Settlement Amount by the aggregate number of Eligible Workweeks for all Participating Class Members, resulting in a value for each Eligible Workweek (“Eligible Workweek Value”). The Settlement Administrator will then take the number of Eligible Workweeks worked by each Participating Class Member and multiply it by the Eligible Workweek Value. This calculation will yield the amount of each Participating Class Member’s estimated Individual Settlement Payment.

In addition, individuals who are also “PAGA Members,” or individuals who worked as non-exempt employees for Weee!, including those who worked for Weee! in California under a contract with one or more staffing agencies during the from June 21, 2020 to September 30, 2022 (“PAGA Period”), are entitled to receive a portion of the settlement of PAGA penalties. The Parties have agreed that \$150,000.00 of the Gross Settlement Amount shall be allocated to the settlement of claims under the Labor Code Private Attorneys General Act, which is inclusive of a \$112,500.00 payment to the LWDA. The remaining \$37,500.00 shall be distributed to PAGA Members. Each PAGA Member’s share of the PAGA payment (“Aggrieved Employee PAGA Payment”) shall be determined as follows:

- The Settlement Administrator will first divide the Aggrieved Employee PAGA Payment by the total number of workweeks worked by PAGA Members during the PAGA Period for all PAGA Members. That value will then be multiplied by the number of workweeks worked by each individual PAGA Member during the PAGA Period. This calculation will yield the amount of each Class Member’s estimated payment for releasing the PAGA claims alleged in the Action.

In addition, individuals who are also part of the “Waiting Time Penalty Sub-Class,” or Class Members whose employment with Weee! ended at any time during the period of July 26, 2018 through September 30, 2022, shall be entitled to receive a portion of the Waiting Time Penalty Payment. The Parties have agreed that \$250,000.00 of the Gross Settlement Amount will be allocated to resolve claims for waiting time penalties under Labor Code Section 203. Each Participating Waiting Time Penalty Sub-Class Member’s share shall be determined as follows:

- The Waiting Time Penalty Payment shall be divided by the total number of Participating Waiting Time Penalty Sub-Class Members and distributed *pro rata*, or proportionally, to Participating Waiting Time Penalty Sub-Class Members. This amount shall be in addition to any Individual Settlement Payment or PAGA Payment.

Your estimated number of workweeks worked during the Class Period and PAGA Period, along with your estimated total settlement payment, which includes your estimated Individual Settlement Payment, your share from the PAGA payment (if eligible), your share from the Waiting Time Penalty Payment (if eligible), are listed on the front page of this Notice.

For tax purposes, each Class Member’s Individual Settlement Payment will be allocated as follows: 20% wages, subject to all applicable tax withholdings (the “wage portion”); 80% as non-wage penalties and interest, not subject to payroll tax withholdings. The wage portion of each Individual Settlement Payment will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The non-wage portion will be reported on an IRS Form 1099. The employer’s share of payroll taxes attributed to the wage portion of Class Member’s Individual Settlement Payments will be paid by Weee! separately from and in addition to the Gross Settlement Amount.

Waiting Time Penalty Payments and Aggrieved Employee PAGA Payments will be allocated as 100% penalties and interest, and will not be subject to payroll taxes or withholdings. These payments will be reported on an IRS Form 1099.

If a Class Member fails to cash a check for his or her Individual Settlement Payment within 180 calendar days after the check is issued, the check will be voided and shall be distributed to the Legal Aid at Work.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

If the Court grants final approval of the settlement, you will automatically be mailed a settlement check for your share of the settlement amount. In addition, you will be deemed to have released or waived the “Released Claims” against the “Released Parties” as defined below:

- Released Claims is defined as “any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action including claims for failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, or Business and Professions Code § 17200, *et seq.*, which are premised on the same allegations.”
- Released Parties includes Weee! and their respective present and former officers, directors, employees, and agents, and all Staffing Agencies engaged by Weee! in California as identified in Plaintiffs’ amended letter submitted to the LWDA on January 4, 2023, and their present and former officers, directors, employees, and agents during the period of July 26, 2017, through September 30, 2022.

In addition, regardless of whether you submit a Request for Exclusion, you will be deemed to have released or waived the “PAGA Released Claims” as defined below:

- PAGA Released Claims is defined as “any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action pursuant to the Private Attorneys General Act (“PAGA”), Labor Code §§ 2698-2699.5, which accrued during the PAGA Period, including violations premised on violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802.”

What are my options in this matter?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked or your eligibility as a PAGA member or Waiting Time Penalty Sub-Class Member as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position. The Settlement Administrator’s address is [Settlement Administrator address]. The Settlement Administrator shall determine the eligibility for, and the amounts of the settlement payment shares, and that determination shall be binding.

If you remain in the Settlement, you will release the Released Claims, as described above.

- **OPTION 2 – EXCLUDE YOURSELF OR OPT OUT FROM THE SETTLEMENT**

You have a right to exclude yourself from (“opt out” of) the Settlement Class, but if you choose to do so, you will not receive any monetary payments from the class action portion of the settlement. You will not be bound by a judgment in this case, and you will keep the right to file your own lawsuit against Weee! for the same claims in this lawsuit in your own separate lawsuit if you wish.

To exclude yourself from the Settlement, you must write to the Settlement Administrator stating that you want to be excluded from the *Gilbert Paramo v. Weee!, Inc.* settlement.

Be sure to include: (a) your name, address, and telephone number; (b) your signature; and (c) a statement that you wish to be excluded from the *Gilbert Paramo v. Weee!, Inc.* settlement. Your letter must be postmarked or fax-stamped no later than [Response Deadline/Publication Response Deadline] and mailed/faxed to the Settlement Administrator at [XXXXXXXXXX].

If you submit a valid and timely request for exclusion, you will no longer be part of the class action portion of the Settlement. You may not object to the Settlement, and will not receive an Individual Payment Amount or a settlement share of the Waiting Time Penalty Payment. However, you will still receive your share of the settlement from the PAGA payment for release of your PAGA Released Claims as described above. If you do not timely submit a valid request for exclusion, you will remain in the Settlement, and you will be bound by the release of the Released Claims and all other Settlement terms.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you believe the Settlement is not fair, reasonable or adequate, you may object to it. To object, you must prepare a written statement of objection to the Settlement Administrator. The written objection must contain: (a) your full name, signature, address, and telephone number, (b) a written statement of the grounds for your objection, (c) copies of any papers, briefs, or other documents upon which your objection is based, if any, and (d) a statement of whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

Your letter must be postmarked or fax-stamped no later than [Response Deadline/Publication Response Deadline] and mailed/faxed to the Settlement Administrator at [XXXXXXXXXX].

If you submit an objection, you will remain eligible for a monetary payment under the Settlement if the Court approves the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. You cannot exclude yourself from the Settlement **and** submit an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the service payments to the Class Representatives, the settlement administration costs, and the amount allocated to the settlement of PAGA claims on [Date] at [Time] in Department [] of the San Joaquin County Superior Court Courthouse, located at [Address]. At the Final Approval Hearing, the Court will rule on any objections, as well as hear arguments for and against the proposed settlement. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the Joint Stipulation of Class Action Settlement (“Settlement Agreement”) that is on file with the Court. The pleadings and other records in this matter, including a complete copy of the Settlement Agreement, may be examined during regular

court hours at the Civil Records Department of the San Joaquin Superior Court. Any questions regarding this Notice should be directed to the Class Counsel, whose contact information is listed on page 2 of this Notice.

For more information, you may also call the Settlement Administrator toll-free at [Phone Number].

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Phone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

ALL INQUIRIES REGARDING THIS SETTLEMENT SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR: [INSERT SETTLEMENT ADMIN INFO] **or PLAINTIFF'S ATTORNEYS:** Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SAN JOAQUIN SUPERIOR COURT**

EXHIBIT C

**IF YOU WORKED AT WEEE! LOGISTICS INC., WEEE! LOGISTICS LLC and/or
WEEE! INC. IN CALIFORNIA and/or WERE PLACED TO WORK BY A STAFFING
AGENCY AT ANY OF THOSE COMPANIES IN CALIFORNIA AT ANY TIME
BETWEEN JULY 26, 2017, THROUGH SEPTEMBER 30, 2022 YOU COULD RECEIVE
A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT**

If you worked at Weee! Logistics Inc., Weee! Logistics LLC, and/or Weee! Inc. (“Defendants”) in California, and/or were placed to work at Defendants through a staffing agency in California at any time between July 26, 2017, through September 30, 2022, you may be a class member in *Paramo et al v. WEEE LOGISTICS INC., et al.*, San Joaquin Superior Court case number STK-CV-UOE-2023-0001129. A class action settlement has been reached in this case (“Weee! Class Action Settlement”) and if you would like to receive payment for release of your claims, please call the Settlement Administrator at **800-523-5773** immediately to receive more information about this settlement. To receive payment from this settlement, you must provide verification to the Settlement Administrator including your name, address, dates of employment, and the last four digits of your social security number by **[DATE]**. You may also submit your information for verification at this website: **[bold font website URL]**. To verify your status, please contact the Settlement Administrator listed below. If you believe you are a class member and do not want to release claims against Defendants, you must submit a letter requesting exclusion from the settlement by **[DATE]**. More information regarding the proposed settlement may be found at the website above.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

EXHIBIT D



CASE ASSUMPTIONS

Class Members	8,200
Opt Out Rate	1%
Opt Outs Received	82
Total Class Claimants	8,118
Subtotal Admin Only	\$47,180.00

Not-to-Exceed Total \$47,180.00

For 8200 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

June 7, 2023

Case: Santos & Paramo v. Weee Opt-Out Admin wTranslation wPublication x3 Wk

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 8200 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/ Translation/ Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$142.08	1	\$142.08
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$375.00	1	\$375.00
Language Translation	\$1,100.00	2	\$2,200.00
Claims Processing Website and Setup	\$3,000.00	1	\$3,000.00
Total			\$6,349.08

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	2,000	\$500.00
Notice Packet & Opt-Out Form	\$1.20	2,000	\$2,400.00
Estimated Postage (up to 2 oz.)*	\$0.84	2,000	\$1,680.00
L.A. Daily News (LA) Print and Online (Mon, Wed Fri)	\$625.00	12	\$7,500.00
San Francisco Chronicle Print and Online (Mon, Wed Fri)	\$225.00	12	\$2,700.00
The Press Enterprise Riverside (Mon, Wed Fri)	\$448.00	12	\$5,376.00
Mandarin - World Journal LA and SF (30 Days Consecutive)	\$3,500.00	1	\$3,500.00
La Opinion LA, Riverside, SF (Mon, Wed Fri)	\$416.66	12	\$4,999.92
Total			\$28,855.92

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	400	\$600.00
Remail Notice Packets	\$1.20	400	\$480.00
Estimated Postage	\$0.84	400	\$336.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$1,681.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Claims Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	5	\$425.00
Total			\$1,425.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$100.00	2	\$200.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$0.95	2,000	\$1,900.00
Estimated Postage	\$0.64	2,000	\$1,280.00
Check Reminder Postcard Setup & Printing	\$125.00	3	\$375.00
Check Reminder Postcard	\$0.50	700	\$350.00
Check Reminder Postcard Estimated Postage	\$0.42	700	\$294.00
Total			\$5,514.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$2.00	100	\$200.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$85.00	2	\$170.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,750.00	1	\$1,750.00
Total			\$3,355.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$47,180.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT E

GILBERT PARAMO

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

January 3, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL

Personal Servicing Solutions, LLC
912 Cypress Ave.
Los Angeles, CA 90065

Weee! Inc./Weee Logistics Inc./Weee! Logistics LLC
47560 Seabridge Dr.
Fremont, CA 94538

Additional Addresses identified on pages 3-5

Re: *Paramo v. Personal Servicing Solutions, LLC / Weee! Inc. / Weee Logistics Inc. / Weee! Logistics LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of claims against Gilbert Paramo's former employers, Personal Servicing Solutions, LLC, Weee! Inc., Weee Logistics Inc., Weee! Logistics LLC, and the staffing/temp. agencies identified on pages 3-5 (collectively the "Companies"). Paramo alleges that the Companies:

1. Violated Labor Code § 201-204, 510, 558, 1194, 1197, 1197.1, including but not limited to, by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all time spent undergoing off-the-clock temperature checks. The Companies violated these provisions by requiring me and other non-exempt employees to undergo daily temperature checks before clocking in and after clocking out. Further as a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code § 226.7, including but not limited to, by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages at the correct regular rate of pay. The Companies violated these provisions

by, among other things, requiring me and other employees to remain on work premises, during our rest breaks and to attend work meetings during our rest breaks. Further as a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their rest break premiums upon separation of employment and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the unpaid rest break premiums.

3. Violated Labor Code sections 226.7 by not paying missed break premiums at the correct regular rate of pay and 512 by not authorizing and permitting proper meal periods, nor paying the requisite meal period premiums of an additional hour of wages. The Companies violated these provisions by, among other things, requiring me and other employees to remain on work premises during our meal periods and to work during meal periods. As a result of such violations, the Companies violated Labor Code sections 201-203 by not paying all of our hours of work and meal break premiums upon separation from employment and Labor Code sections 226(a) and 1174 as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the unpaid hours of work and meal break premiums.

4. Violated Labor Code § 226 by not providing me and other aggrieved employees accurate wage statements, including for the aforementioned reasons. In addition, and apart from the allegations set forth above, the wage statements failed to identify the accurate address of the employer. Specifically, the employer's address identified on the wage statements was 606 Red Lake Way, CA 89110. However, no such address actually exists.

5. The Companies violated Labor Code § 1174 by failing to maintain accurate payroll records, including records showing the daily hours worked, meal and rest break premiums and premiums paid at the correct regular rate of pay, and other wages paid to me and other aggrieved employees, including for the aforementioned reasons.

6. Violated Labor Code §§ 2800, 2802 as the Companies failed to reimburse me and other aggrieved employees for the costs incurred in performing our jobs. Among other things, we were required to use our personal cell phones in order to perform our jobs, and were required to download an app onto our personal cell phones. However, we were not reimbursed for the costs incurred in connection with the use of our personal cell phones.

7. The Companies violated Labor Code § 1198 by requiring me and other aggrieved employees to work in excess and in violation of the maximum hours or work and orders set by the Industrial Welfare Commission Order(s), including by engaging in the aforementioned violations of the Labor Code.

Sincerely,

DocuSigned by:

4C55F7B1690A4A6...
Gilbert Paramo

VIA U.S. CERTIFIED MAIL

Staffing Agency	Address	Agent for Process
Atlantic Solutions Group, Inc. dba Empire Workforce Solutions	27 W. Lemon Street Lancaster, PA 17603	
Bang Mang Services Outsourcing, Inc.	39899 Balentine Drive, Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Drive, Suite 200, Newark, CA 94560
Barton Staffing Solutions, Inc.	1000 Corporate Blvd., Suite A Aurora, IL 60505	George Ray Barton 1000 Corporate Blvd., Suite A Aurora, IL 60505
Bear Staffing Services	10501 Six Mile Cypress Pkwy Suite 104, Fort Myers, FL 33966	
Bolt Staffing Service, Inc.	955 Broadway Sonoma, CA 95476	Joanne Sanders 955 Broadway Sonoma, CA 95476
Cal FMC LLC Group USA	45499 Industrial Place, Suite 2 Fremont, CA 94538-6451	William Y. Park 4230 Blackford Avenue San Jose, CA 95129
Center Staffing Network LLC	14741 7 th Street, #C Victorville, CA 92395	Marie Johns 14741 7 th Street, #C Victorville, CA 92395
Connect Staffing, Inc.	8220 Katella Avenue, Suite A Stanton, CA 90680	Cima Johnson 8220 Katella Avenue, Suite A Stanton, CA 90680
CorTech, LLC	710 Morgan Falls Road Atlanta, GA 30350 (principal office)	Corporation Service Company 2 Sun Court, Suite 400 Peachtree Corners, GA 30092
Daylight Foods Inc.	30200 Whipple Rd. Union City, CA 94587	Chris Vlahopoulitis 30200 Whipple Rd. Union City, CA 94587
Employer Solutions Staffing Group, LLC	P.O. Box 46270 Minneapolis, MN 55344	7480 Flying Cloud Drive, Suite 200 Eden Prairie, MN 55344
FJA Ample Warehouse, Inc.	5050 Palo Verde Street, Suite 104 Montclair, CA 91763	Huan Shen 1001 Doubleday Avenue, Unit C10, Ontario, CA 91761
IN2U Inc.	120 Sylvan Avenue, #108 Englewood Cliffs, NJ 07632	
JobSource North America, Inc.	110 E. Wilshire Avenue, Suite 510 Fullerton, CA 92832	Anahita Kouroshnia 110 E. Wilshire Avenue, Suite 510, Fullerton, CA 92832
MDRN Staffing LLC	14311 Valley View Avenue Santa Fe Springs, CA 90670	Agent: LegalZoom.com, Inc. 101 N. Brand Blvd., 11 th Flr Glendale, CA 91203

Staffing Agency	Address	Agent for Process
Nexem Partners, LLC	3820 State Street, Suite B Santa Barbara, CA 93105	Corporate Creations Network, Inc. 4640 Admiralty Way, 5 th Flr Marina del Rey, CA 90292
On Site Personnel of New Jersey, LLC	145 Talmadge Road, Suite 6 Edison, NJ 08817	
On Target Staffing, LLC	2050 NJ-27, Suite 103 North Brunswick Township, NJ 08902	
PriorityWorkforce, Inc.	15648 Arrow Highway Irwindale, CA 91706	CT Corporation System 330 N. Brand Blvd., Suite 700 Glendale, CA 91203
Randstad Inhouse Services, LLC	One Overton Park 3625 Cumberland Blvd., Suite 600 Atlanta, GA 30339	Status of Inactive on Georgia SOS: Randstad Inhouse Services, LP Agent: Corporation Service Company 40 Technology Parkway South, Suite 300, Norcross, GA 30092
Sh1ft Inc.	260 King Street San Francisco, CA 94017	
SS Personnel LLC	138 W. Bonita Avenue, Suite 206 San Dimas, CA 91773	William Barth 201 N. Indian Hill Blvd., Suite 202, Claremont, CA 91711
Skillset Group LLC	3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704	Devon Lyon 3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704
Staffing Alternatives	622 Georges Road North Brunswick, NJ 08902	
Staffing, Inc.	6190 S. Archer Avenue Chicago, IL 60638	Mrjenovich & Bertucci, LTD 700 S. Adams St., Suite 200 Willowbrook, IL 60527
Surestaff Services, LLC	650 E. Devon Avenue, Unit 154 Itasca, IL 60143	CT Corporation System 208 S. LaSalle St., Suite 814 Chicago, IL 60604
United Employment Solutions, Inc.	10803 Foothill Blvd., Suite 190 Rancho Cucamonga, CA 91730	Alejandra Sandoval 10803 Foothill Blvd., Suite 190 Rancho Cucamonga, CA 91730
US Staffing LLC	1273 Virginia Street Elizabeth, NJ 07208	

Staffing Agency	Address	Agent for Process
Wonolo Inc.	P.O. Box 194066 San Francisco, CA 94119	CSC - Lawyers Incorporating Service 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
Woxforce	39899 Balentine Dr. Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Dr. Suite 200 Newark, CA 94560

DIVERSITY LAW GROUP

515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

July 27, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL

Personal Servicing Solutions, LLC
912 Cypress Ave.
Los Angeles, CA 90065

Weee! Inc./Weee Logistics Inc./Weee! Logistics LLC
47560 Seabridge Dr.
Fremont, CA 94538

Additional Addresses identified on pages 4-6

Re: *Paramo v. Personal Servicing Solutions, LLC / Weee! Inc. / Weee Logistics Inc. / Weee! Logistics LLC*

To Whom It May Concern:

My office represents Gilbert Paramo ("Plaintiff") in his lawsuit against his former employers, Personal Servicing Solutions, LLC, Weee! Inc., Weee Logistics Inc., Weee! Logistics LLC, and the staffing/temp. agencies identified on pages 3-5 (collectively the "Companies"). Plaintiff has filed a lawsuit against his former employers in the San Joaquin County Superior Court in the case entitled *Paramo et al v. Personal Servicing Solutions, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0001129. We are submitting this supplemental written notice under Labor Code § 2699.3, in addition to his letter submitted on January 4, 2023, regarding the claims asserted on behalf of Plaintiff and other aggrieved employees against the Companies.

Plaintiff alleges that the Companies:

1. Violated Labor Code § 201-204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, including but not limited to, by not paying wages, including minimum, regular, and overtime/double time wages, to me and other similarly situated aggrieved employees for off-the-clock work. The Companies violated these provisions by requiring me and other non-exempt employees to undergo daily temperature checks before clocking in and after clocking out, as well as perform other work and tasks before and after clocking out of the shifts. In addition, me and

other non-exempt employees were underpaid due to unlawful rounding. Furthermore, me and other employees were not paid all overtime wages owed. In this regard, the Companies failed to calculate non-discretionary bonuses into the regular rate of pay. As a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, rates of pay, and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code § 226.7, including but not limited to, by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages at the correct regular rate of pay. The Companies violated these provisions by, among other things, authorizing late breaks, requiring me and other employees to remain on work premises, stay on-call during our rest breaks, or perform work through breaks. Further as a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their rest break premiums upon separation of employment and Labor Code § 226(a) as the net/gross wages earned, rates of pay, and hours worked shown on the wage statements were inaccurate due to the unpaid rest break premiums.

3. Violated Labor Code § 226.7 by not paying missed break premiums at the correct regular rate of pay and § 512 by not authorizing and permitting proper meal periods, nor paying the requisite meal period premiums of an additional hour of wages. The Companies violated these provisions by, among other things, having me and employees forfeit breaks, requiring employees to remain on work premises, stay on-call during our meal breaks, or perform work through breaks. As a result of such violations, the Companies violated Labor Code sections 201-203 by not paying all of our hours of work and meal break premiums upon separation from employment and Labor Code sections 226(a) and 1174 as the net/gross wages earned, rates of pay, and hours worked shown on the wage statements were inaccurate due to the unpaid hours of work and meal break premiums.

4. Violated Labor Code § 226 and 226.3 by not providing me and other aggrieved employees accurate wage statements, including for the aforementioned reasons. In addition, and apart from the allegations set forth above, the wage statements failed to identify the accurate address of the employer. Specifically, the employer's address identified on the wage statements was 606 Red Lake Way, CA 89110. However, no such address actually exists.

5. The Companies violated Labor Code § 1174 by failing to maintain accurate payroll records, including records showing the rates of pay and daily hours worked, meal and rest break premiums and premiums paid at the correct regular rate of pay, and other wages paid to me and other aggrieved employees, including for the aforementioned reasons.

6. Violated Labor Code §§ 2800, 2802 as the Companies failed to reimburse me and other aggrieved employees for the costs incurred in performing our jobs. Among other things, we were required to use our personal cell phones in order to perform our jobs, and were required to download an app onto our personal cell phones. However, we were not reimbursed for the costs incurred in connection with the use of our personal cell phones. In addition, the Companies failed to reimburse for purchase and maintenance of clothing and shoes in compliance with the dress code, and the purchase and maintenance of tools and equipment.

7. The Companies violated Labor Code § 1198 by requiring me and other aggrieved employees to work in excess and in violation of the maximum hours or work and orders set by the Industrial Welfare Commission Order(s), including by engaging in the aforementioned violations of the Labor Code.

Sincerely,

/s/ Larry W. Lee

Larry W. Lee

VIA U.S. CERTIFIED MAIL

Staffing Agency	Address	Agent for Process
Atlantic Solutions Group, Inc. dba Empire Workforce Solutions	27 W. Lemon Street Lancaster, PA 17603	
Bang Mang Services Outsourcing, Inc.	39899 Balentine Drive, Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Drive, Suite 200, Newark, CA 94560
Barton Staffing Solutions, Inc.	1000 Corporate Blvd., Suite A Aurora, IL 60505	George Ray Barton 1000 Corporate Blvd., Suite A Aurora, IL 60505
Bear Staffing Services	10501 Six Mile Cypress Pkwy Suite 104, Fort Myers, FL 33966	
Bolt Staffing Service, Inc.	955 Broadway Sonoma, CA 95476	Joanne Sanders 955 Broadway Sonoma, CA 95476
Cal FMC LLC Group USA	45499 Industrial Place, Suite 2 Fremont, CA 94538-6451	William Y. Park 4230 Blackford Avenue San Jose, CA 95129
Center Staffing Network LLC	14741 7 th Street, #C Victorville, CA 92395	Marie Johns 14741 7 th Street, #C Victorville, CA 92395
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Daylight Foods Inc.	30200 Whipple Rd. Union City, CA 94587	Chris Vlahopoulos 30200 Whipple Rd. Union City, CA 94587
Employer Solutions Staffing Group, LLC	P.O. Box 46270 Minneapolis, MN 55344	7480 Flying Cloud Drive, Suite 200 Eden Prairie, MN 55344
FJA Ample Warehouse, Inc.	5050 Palo Verde Street, Suite 104 Montclair, CA 91763	Huan Shen 1001 Doubleday Avenue, Unit C10, Ontario, CA 91761
IN2U Inc.	120 Sylvan Avenue, #108 Englewood Cliffs, NJ 07632	
JobSource North America, Inc.	110 E. Wilshire Avenue, Suite 510 Fullerton, CA 92832	Anahita Kouroshnia 110 E. Wilshire Avenue, Suite 510, Fullerton, CA 92832

Staffing Agency	Address	Agent for Process
MDRN Staffing LLC	14311 Valley View Avenue Santa Fe Springs, CA 90670	Agent: LegalZoom.com, Inc. 101 N. Brand Blvd., 11 th Flr Glendale, CA 91203
Nexem Partners, LLC	3820 State Street, Suite B Santa Barbara, CA 93105	Corporate Creations Network, Inc. 4640 Admiralty Way, 5 th Flr Marina del Rey, CA 90292
On Site Personnel of New Jersey, LLC	145 Talmadge Road, Suite 6 Edison, NJ 08817	
On Target Staffing, LLC	2050 NJ-27, Suite 103 North Brunswick Township, NJ 08902	
PriorityWorkforce, Inc.	15648 Arrow Highway Irwindale, CA 91706	CT Corporation System 330 N. Brand Blvd., Suite 700 Glendale, CA 91203
Randstad Inhouse Services, LLC	One Overton Park 3625 Cumberland Blvd., Suite 600 Atlanta, GA 30339	Status of Inactive on Georgia SOS: Randstad Inhouse Services, LP Agent: Corporation Service Company 40 Technology Parkway South, Suite 300, Norcross, GA 30092
Sh1ft Inc.	260 King Street San Francisco, CA 94017	
SS Personnel LLC	138 W. Bonita Avenue, Suite 206 San Dimas, CA 91773	William Barth 201 N. Indian Hill Blvd., Suite 202, Claremont, CA 91711
Skillset Group LLC	3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704	Devon Lyon 3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704
Staffing Alternatives	622 Georges Road North Brunswick, NJ 08902	
Staffing, Inc.	6190 S. Archer Avenue Chicago, IL 60638	Mrjenovich & Bertucci, LTD 700 S. Adams St., Suite 200 Willowbrook, IL 60527
Surestaff Services, LLC	650 E. Devon Avenue, Unit 154 Itasca, IL 60143	CT Corporation System 208 S. LaSalle St., Suite 814 Chicago, IL 60604
United Employment Solutions, Inc.	10803 Foothill Blvd., Suite 190 Rancho Cucamonga, CA 91730	Alejandra Sandoval 10803 Foothill Blvd., Suite 190

Staffing Agency	Address	Agent for Process
		Rancho Cucamonga, CA 91730
US Staffing LLC	1273 Virginia Street Elizabeth, NJ 07208	
Wonolo Inc.	P.O. Box 194066 San Francisco, CA 94119	CSC - Lawyers Incorporating Service 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
Woxforce	39899 Balentine Dr. Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Dr. Suite 200 Newark, CA 94560
Atlantic Solutions Group, Inc. d/b/a Empire Workforce Solutions	27 W. Lemon Street Lancaster, PA 17603	
Fairway Staffing Services, Inc	17777 Center Court Dr. North Suite 150 Cerritos, CA 90703	
Partners Personnel Management Services, LLC		Christian Moro 1985 National Avenue, Suite 1121 San Diego, CA 92114
Shift One, Inc.	6004 Bonnie Brae Dr. Minneapolis, MN 55439	

ROSEMARIE SANTOS

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

June 11, 2021

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Santos v. Personal Servicing Solutions, LLC/Weee! Inc./Weee Logistics Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of claims against my former employers, Personal Servicing Solutions, LLC/Weee! Inc./Weee Logistics Inc. (collectively the "Company"). I allege that the Company:

1. Violated Labor Code § 201-204, 510, 558, 1194, 1197, 1197.1 by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all time spent undergoing off-the-clock temperature checks. The Company violated these provisions by requiring me and other non-exempt employees to undergo daily temperature checks before clocking in and after clocking out. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.
2. Violated Labor Code § 226.7 by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other employees to remain on work premises, during our rest breaks and to attend work meetings during our rest breaks. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their rest break premiums upon separation of employment and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the unpaid rest break premiums.
3. Violated Labor Code § 226 by not providing me and other aggrieved employees accurate wage statements. In addition, and apart from the allegations set forth above, the wage statements failed to identify the accurate address of the employer. Specifically, the employer's address identified on the wage statements was 606 Red Lake Way, CA 89110. However, no such address actually exists.
4. Violated Labor Code § 2802 as the Company failed to reimburse the costs I and other aggrieved employees incurred in performing our jobs. Specifically, we were required to use our personal cell phones in order to perform our jobs as we were required to download an app onto

June 11, 2021

Page 2

our personal cell phones and utilize such apps to perform our jobs. However, we were not reimbursed for the costs incurred in connection with the use of our personal cell phones.

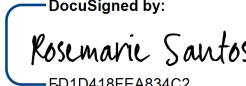
The address for the Company are as follows:

Personal Servicing Solutions, LLC
912 Cypress Ave.
Los Angeles, CA 90065

Weee! Inc./Weee Logistics Inc.
47560 Seabridge Dr.
Fremont, CA 94538

Please contact my attorney, Larry W. Lee, if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

FD1D418FEA834C2...
Rosemarie Santos

cc: Personal Servicing Solutions, LLC/Weee! Inc./Weee Logistics Inc. (by certified mail)

ROS E M A R I E SANTOS

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

September 15, 2022

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL

Personal Servicing Solutions, LLC
912 Cypress Ave.
Los Angeles, CA 90065

Weee! Inc./Weee Logistics Inc./Weee! Logistics LLC
47560 Seabridge Dr.
Fremont, CA 94538

Additional Addresses identified on pages 3-5

Re: *Santos v. Personal Servicing Solutions, LLC / Weee! Inc. / Weee Logistics
Inc. / Weee! Logistics LLC*

To Whom It May Concern:

This correspondence shall constitute supplemental written notice under Labor Code § 2699.3 of claims against Rosemarie Santos' former employers, Personal Servicing Solutions, LLC, Weee! Inc., Weee Logistics Inc., Weee! Logistics LLC, and the staffing/temp. agencies identified on pages 3-5 (collectively the "Companies"). In addition to the claims identified in her letter submitted on June 21, 2021, and September 13, 2022,¹ Ms. Santos alleges that the Companies:

1. Violated Labor Code § 201-204, 510, 558, 1194, 1197, 1197.1, including but not limited to, by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all time spent undergoing off-the-clock temperature checks. The Companies violated these provisions by requiring me and other non-exempt employees to undergo daily temperature checks before clocking in and after clocking out. Further as a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

¹ The letter submitted on September 13, 2022 mistakenly omitted "Weee! Logistics LLC." This letter provides the same allegations but includes Weee! Logistics LLC

2. Violated Labor Code § 226.7, including but not limited to, by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages at the correct regular rate of pay. The Companies violated these provisions by, among other things, requiring me and other employees to remain on work premises, during our rest breaks and to attend work meetings during our rest breaks. Further as a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their rest break premiums upon separation of employment and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the unpaid rest break premiums.

3. In addition to the allegations set forth in her notice submitted on June 21, 2021, I further allege that the Companies violated Labor Code sections 226.7 by not paying missed break premiums at the correct regular rate of pay and 512 by not authorizing and permitting proper meal periods, nor paying the requisite meal period premiums of an additional hour of wages. The Companies violated these provisions by, among other things, requiring me and other employees to remain on work premises during our meal periods and to work during meal periods. As a result of such violations, the Companies violated Labor Code sections 201-203 by not paying all of our hours of work and meal break premiums upon separation from employment and Labor Code sections 226(a) and 1174 as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the unpaid hours of work and meal break premiums.

4. Violated Labor Code § 226 by not providing me and other aggrieved employees accurate wage statements, including for the aforementioned reasons. In addition, and apart from the allegations set forth above, the wage statements failed to identify the accurate address of the employer. Specifically, the employer's address identified on the wage statements was 606 Red Lake Way, CA 89110. However, no such address actually exists.

5. In addition to the allegations set forth in her notice submitted on June 21, 2021, I further allege that the Companies violated Labor Code § 1174 by failing to maintain accurate payroll records, including records showing the daily hours worked, meal and rest break premiums and premiums paid at the correct regular rate of pay, and other wages paid to me and other aggrieved employees, including for the aforementioned reasons.

6. Violated Labor Code §§ 2800, 2802 as the Companies failed to reimburse me and other aggrieved employees for the costs incurred in performing our jobs. Among other things, we were required to use our personal cell phones in order to perform our jobs, and were required to download an app onto our personal cell phones. However, we were not reimbursed for the costs incurred in connection with the use of our personal cell phones.

7. In addition to the allegations set forth in my notice submitted on June 21, 2021, I further allege that Companies violated Labor Code § 1198 by requiring me and other aggrieved employees to work in excess and in violation of the maximum hours or work and orders set by the Industrial Welfare Commission Order(s), including by engaging in the aforementioned violations of the Labor Code.

Sincerely,

/s/ Larry W. Lee

Larry W. Lee

VIA U.S. CERTIFIED MAIL

Staffing Agency	Address	Agent for Process
Atlantic Solutions Group, Inc. dba Empire Workforce Solutions	27 W. Lemon Street Lancaster, PA 17603	
Bang Mang Services Outsourcing, Inc.	39899 Balentine Drive, Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Drive, Suite 200, Newark, CA 94560
Barton Staffing Solutions, Inc.	1000 Corporate Blvd., Suite A Aurora, IL 60505	George Ray Barton 1000 Corporate Blvd., Suite A Aurora, IL 60505
Bear Staffing Services	10501 Six Mile Cypress Pkwy Suite 104, Fort Myers, FL 33966	
Bolt Staffing Service, Inc.	955 Broadway Sonoma, CA 95476	Joanne Sanders 955 Broadway Sonoma, CA 95476
Cal FMC LLC Group USA	45499 Industrial Place, Suite 2 Fremont, CA 94538-6451	William Y. Park 4230 Blackford Avenue San Jose, CA 95129
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Daylight Foods Inc.	30200 Whipple Rd. Union City, CA 94587	Chris Vlahopoulitis 30200 Whipple Rd. Union City, CA 94587
Employer Solutions Staffing Group, LLC	P.O. Box 46270 Minneapolis, MN 55344	7480 Flying Cloud Drive, Suite 200 Eden Prairie, MN 55344
FJA Ample Warehouse, Inc.	5050 Palo Verde Street, Suite 104 Montclair, CA 91763	Huan Shen 1001 Doubleday Avenue, Unit C10, Ontario, CA 91761
IN2U Inc.	120 Sylvan Avenue, #108 Englewood Cliffs, NJ 07632	
JobSource North America, Inc.	110 E. Wilshire Avenue, Suite 510 Fullerton, CA 92832	Anahita Kouroshnia 110 E. Wilshire Avenue, Suite 510, Fullerton, CA 92832
MDRN Staffing LLC	14311 Valley View Avenue Santa Fe Springs, CA 90670	Agent: LegalZoom.com, Inc. 101 N. Brand Blvd., 11 th Flr Glendale, CA 91203

Staffing Agency	Address	Agent for Process
Nexem Partners, LLC	3820 State Street, Suite B Santa Barbara, CA 93105	Corporate Creations Network, Inc. 4640 Admiralty Way, 5 th Flr Marina del Rey, CA 90292
On Site Personnel of New Jersey, LLC	145 Talmadge Road, Suite 6 Edison, NJ 08817	
On Target Staffing, LLC	2050 NJ-27, Suite 103 North Brunswick Township, NJ 08902	
PriorityWorkforce, Inc.	15648 Arrow Highway Irwindale, CA 91706	CT Corporation System 330 N. Brand Blvd., Suite 700 Glendale, CA 91203
Randstad Inhouse Services, LLC	One Overton Park 3625 Cumberland Blvd., Suite 600 Atlanta, GA 30339	Status of Inactive on Georgia SOS: Randstad Inhouse Services, LP Agent: Corporation Service Company 40 Technology Parkway South, Suite 300, Norcross, GA 30092
Sh1ft Inc.	260 King Street San Francisco, CA 94017	
SS Personnel LLC	138 W. Bonita Avenue, Suite 206 San Dimas, CA 91773	William Barth 201 N. Indian Hill Blvd., Suite 202, Claremont, CA 91711
Skillset Group LLC	3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704	Devon Lyon 3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704
Staffing Alternatives	622 Georges Road North Brunswick, NJ 08902	
Staffing, Inc.	6190 S. Archer Avenue Chicago, IL 60638	Mrjenovich & Bertucci, LTD 700 S. Adams St., Suite 200 Willowbrook, IL 60527
Surestaff Services, LLC	650 E. Devon Avenue, Unit 154 Itasca, IL 60143	CT Corporation System 208 S. LaSalle St., Suite 814 Chicago, IL 60604
United Employment Solutions, Inc.	10803 Foothill Blvd., Suite 190 Rancho Cucamonga, CA 91730	Alejandra Sandoval 10803 Foothill Blvd., Suite 190 Rancho Cucamonga, CA 91730
US Staffing LLC	1273 Virginia Street Elizabeth, NJ 07208	

Staffing Agency	Address	Agent for Process
Wonolo Inc.	P.O. Box 194066 San Francisco, CA 94119	CSC - Lawyers Incorporating Service 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
Woxforce	39899 Balentine Dr. Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Dr. Suite 200 Newark, CA 94560

DIVERSITY LAW GROUP

515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

July 27, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL

Personal Servicing Solutions, LLC
912 Cypress Ave.
Los Angeles, CA 90065

Weee! Inc./Weee Logistics Inc./Weee! Logistics LLC
47560 Seabridge Dr.
Fremont, CA 94538

Additional Addresses identified on pages 4-6

Re: *Paramo v. Personal Servicing Solutions, LLC / Weee! Inc. / Weee Logistics Inc. / Weee! Logistics LLC*

To Whom It May Concern:

My office represents Rosemarie Santos (“Plaintiff”) in her lawsuit against her former employers, Personal Servicing Solutions, LLC, Weee! Inc., Weee Logistics Inc., Weee! Logistics LLC, and the staffing/temp. agencies identified on pages 3-5 (collectively the “Companies”). Plaintiff has filed a lawsuit against her former employers in the San Joaquin County Superior Court in the case entitled *Paramo et al v. Personal Servicing Solutions, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0001129. We are submitting this supplemental written notice under Labor Code § 2699.3, in addition to Plaintiff’s letters submitted on June 21, 2021, September 13, 2022, and September 15, 2022, regarding the claims asserted on behalf of Plaintiff and other aggrieved employees against the Companies.

Plaintiff alleges that the Companies:

1. Violated Labor Code § 201-204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, including but not limited to, by not paying wages, including minimum, regular, and overtime/double time wages, to me and other similarly situated aggrieved employees for off-the-clock work. The Companies violated these provisions by requiring me and other non-exempt employees to undergo daily temperature checks before clocking in and after clocking out, as well as perform other work and tasks before and after clocking out of the shifts. In addition, me and

other non-exempt employees were underpaid due to unlawful rounding. Furthermore, me and other employees were not paid all overtime wages owed. In this regard, the Companies failed to calculate non-discretionary bonuses into the regular rate of pay. As a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, rates of pay, and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code § 226.7, including but not limited to, by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages at the correct regular rate of pay. The Companies violated these provisions by, among other things, authorizing late breaks, requiring me and other employees to remain on work premises, stay on-call during our rest breaks, or perform work through breaks. Further as a result of such violations, the Companies violated Labor Code §§ 201-203 by not paying employees all of their rest break premiums upon separation of employment and Labor Code § 226(a) as the net/gross wages earned, rates of pay, and hours worked shown on the wage statements were inaccurate due to the unpaid rest break premiums.

3. Violated Labor Code § 226.7 by not paying missed break premiums at the correct regular rate of pay and § 512 by not authorizing and permitting proper meal periods, nor paying the requisite meal period premiums of an additional hour of wages. The Companies violated these provisions by, among other things, having me and employees forfeit breaks, requiring employees to remain on work premises, stay on-call during our meal breaks, or perform work through breaks. As a result of such violations, the Companies violated Labor Code sections 201-203 by not paying all of our hours of work and meal break premiums upon separation from employment and Labor Code sections 226(a) and 1174 as the net/gross wages earned, rates of pay, and hours worked shown on the wage statements were inaccurate due to the unpaid hours of work and meal break premiums.

4. Violated Labor Code § 226 and 226.3 by not providing me and other aggrieved employees accurate wage statements, including for the aforementioned reasons. In addition, and apart from the allegations set forth above, the wage statements failed to identify the accurate address of the employer. Specifically, the employer's address identified on the wage statements was 606 Red Lake Way, CA 89110. However, no such address actually exists.

5. The Companies violated Labor Code § 1174 by failing to maintain accurate payroll records, including records showing the rates of pay and daily hours worked, meal and rest break premiums and premiums paid at the correct regular rate of pay, and other wages paid to me and other aggrieved employees, including for the aforementioned reasons.

6. Violated Labor Code §§ 2800, 2802 as the Companies failed to reimburse me and other aggrieved employees for the costs incurred in performing our jobs. Among other things, we were required to use our personal cell phones in order to perform our jobs, and were required to download an app onto our personal cell phones. However, we were not reimbursed for the costs incurred in connection with the use of our personal cell phones. In addition, the Companies failed to reimburse for purchase and maintenance of clothing and shoes in compliance with the dress code, and the purchase and maintenance of tools and equipment.

7. The Companies violated Labor Code § 1198 by requiring me and other aggrieved employees to work in excess and in violation of the maximum hours or work and orders set by the Industrial Welfare Commission Order(s), including by engaging in the aforementioned violations of the Labor Code.

Sincerely,

/s/ Larry W. Lee

Larry W. Lee

VIA U.S. CERTIFIED MAIL

Staffing Agency	Address	Agent for Process
Atlantic Solutions Group, Inc. dba Empire Workforce Solutions	27 W. Lemon Street Lancaster, PA 17603	
Bang Mang Services Outsourcing, Inc.	39899 Balentine Drive, Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Drive, Suite 200, Newark, CA 94560
Barton Staffing Solutions, Inc.	1000 Corporate Blvd., Suite A Aurora, IL 60505	George Ray Barton 1000 Corporate Blvd., Suite A Aurora, IL 60505
Bear Staffing Services	10501 Six Mile Cypress Pkwy Suite 104, Fort Myers, FL 33966	
Bolt Staffing Service, Inc.	955 Broadway Sonoma, CA 95476	Joanne Sanders 955 Broadway Sonoma, CA 95476
Cal FMC LLC Group USA	45499 Industrial Place, Suite 2 Fremont, CA 94538-6451	William Y. Park 4230 Blackford Avenue San Jose, CA 95129
Center Staffing Network LLC	14741 7 th Street, #C Victorville, CA 92395	Marie Johns 14741 7 th Street, #C Victorville, CA 92395
Connect Staffing, Inc.	8220 Katella Avenue, Suite A Stanton, CA 90680	Cima Johnson 8220 Katella Avenue, Suite A Stanton, CA 90680
CorTech, LLC	710 Morgan Falls Road Atlanta, GA 30350 (principal office)	Corporation Service Company 2 Sun Court, Suite 400 Peachtree Corners, GA 30092
Daylight Foods Inc.	30200 Whipple Rd. Union City, CA 94587	Chris Vlahopoulos 30200 Whipple Rd. Union City, CA 94587
Employer Solutions Staffing Group, LLC	P.O. Box 46270 Minneapolis, MN 55344	7480 Flying Cloud Drive, Suite 200 Eden Prairie, MN 55344
FJA Ample Warehouse, Inc.	5050 Palo Verde Street, Suite 104 Montclair, CA 91763	Huan Shen 1001 Doubleday Avenue, Unit C10, Ontario, CA 91761
IN2U Inc.	120 Sylvan Avenue, #108 Englewood Cliffs, NJ 07632	
JobSource North America, Inc.	110 E. Wilshire Avenue, Suite 510 Fullerton, CA 92832	Anahita Kouroshnia 110 E. Wilshire Avenue, Suite 510, Fullerton, CA 92832

Staffing Agency	Address	Agent for Process
MDRN Staffing LLC	14311 Valley View Avenue Santa Fe Springs, CA 90670	Agent: LegalZoom.com, Inc. 101 N. Brand Blvd., 11 th Flr Glendale, CA 91203
Nexem Partners, LLC	3820 State Street, Suite B Santa Barbara, CA 93105	Corporate Creations Network, Inc. 4640 Admiralty Way, 5 th Flr Marina del Rey, CA 90292
On Site Personnel of New Jersey, LLC	145 Talmadge Road, Suite 6 Edison, NJ 08817	
On Target Staffing, LLC	2050 NJ-27, Suite 103 North Brunswick Township, NJ 08902	
PriorityWorkforce, Inc.	15648 Arrow Highway Irwindale, CA 91706	CT Corporation System 330 N. Brand Blvd., Suite 700 Glendale, CA 91203
Randstad Inhouse Services, LLC	One Overton Park 3625 Cumberland Blvd., Suite 600 Atlanta, GA 30339	Status of Inactive on Georgia SOS: Randstad Inhouse Services, LP Agent: Corporation Service Company 40 Technology Parkway South, Suite 300, Norcross, GA 30092
Sh1ft Inc.	260 King Street San Francisco, CA 94017	
SS Personnel LLC	138 W. Bonita Avenue, Suite 206 San Dimas, CA 91773	William Barth 201 N. Indian Hill Blvd., Suite 202, Claremont, CA 91711
Skillset Group LLC	3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704	Devon Lyon 3631 S. Harbor Blvd., Ste. 130 Santa Ana, CA 92704
Staffing Alternatives	622 Georges Road North Brunswick, NJ 08902	
Staffing, Inc.	6190 S. Archer Avenue Chicago, IL 60638	Mrjenovich & Bertucci, LTD 700 S. Adams St., Suite 200 Willowbrook, IL 60527
Surestaff Services, LLC	650 E. Devon Avenue, Unit 154 Itasca, IL 60143	CT Corporation System 208 S. LaSalle St., Suite 814 Chicago, IL 60604
United Employment Solutions, Inc.	10803 Foothill Blvd., Suite 190 Rancho Cucamonga, CA 91730	Alejandra Sandoval 10803 Foothill Blvd., Suite 190

Staffing Agency	Address	Agent for Process
		Rancho Cucamonga, CA 91730
US Staffing LLC	1273 Virginia Street Elizabeth, NJ 07208	
Wonolo Inc.	P.O. Box 194066 San Francisco, CA 94119	CSC - Lawyers Incorporating Service 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
Woxforce	39899 Balentine Dr. Suite 200 Newark, CA 94560	Yiting Xiang 39899 Balentine Dr. Suite 200 Newark, CA 94560
Atlantic Solutions Group, Inc. d/b/a Empire Workforce Solutions	27 W. Lemon Street Lancaster, PA 17603	
Fairway Staffing Services, Inc	17777 Center Court Dr. North Suite 150 Cerritos, CA 90703	
Partners Personnel Management Services, LLC		Christian Moro 1985 National Avenue, Suite 1121 San Diego, CA 92114
Shift One, Inc.	6004 Bonnie Brae Dr. Minneapolis, MN 55439	

EXHIBIT F