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Larry W. Lee (State Bar No. 228175)
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DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
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Attorneys for Plaintiff COREY J. DEVINE,
individually, and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

COREY J. DEVINE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAPSTONE LOGISTICS, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV39030

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 12, 2025

Time: 8:30 a.m.

Dept.: 5

1 I, Larry W. Lee, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, counsel of record for Plaintiffs Sheri
4 King and Ivan Escobar (“Plaintiffs”). I have personal knowledge of the facts set forth below and
5 if called to testify I could and would do so competently.

6 2. From the inception of the case, Class Counsel has zealously represented the
7 interests of the Class. I have no conflicts with the Class and will adequately represent the Class.

8 **PROCEDURAL HISTORY OF THE *ESCOBAR* ACTION**

9 3. On October 30, 2020, Ivan Escobar filed a notice with the LWDA asserting claims
10 against Capstone Logistics, LLC (“Capstone”) for alleged violations of Labor Code section 226(a).
11 Attached hereto as **Exhibit 1** is a true and correct copy of the Escobar PAGA Notice.

12 4. On November 9, 2020, Mr. Escobar filed a putative class and PAGA representative
13 action in San Joaquin Superior Court against Capstone, entitled *Escobar, et al. v. Capstone*
14 *Logistics, LLC, et al.*, Case No. STK-CV-UOE-2020-0009429 (the “*Escobar* Action”), seeking
15 damages and civil penalties for the alleged provision of inaccurate wage statements.

16 5. On December 17, 2020, Capstone removed the *Escobar* Action to the United States
17 District Court for the Eastern District of California. Capstone then moved to compel arbitration.
18 In response to the motion, Mr. Escobar dismissed the class action claims, leaving only the
19 representative PAGA claim.

20 6. On March 9, 2021, the *Escobar* Action was remanded to San Joaquin Superior
21 Court.

22 7. Capstone demurred to the First Amended Complaint on the grounds that the
23 *Escobar* Action should be stayed under the doctrine of exclusive concurrent jurisdiction in light
24 of the earlier filed matter of *Devine, et al. v. Capstone Logistics, LLC, et al.*, Case No.
25 20STCV39030 (the “*Devine* Action”). Following briefing on the demurrer, Mr. Escobar and
26 Capstone stipulated to the filing of a Second Amended Complaint. On May 2, 2022, the court
27 sustained Capstone’s demurrer in part, staying the *Escobar* action. Attached hereto as **Exhibit 2**
28 is a true and correct copy of the Second Amended Complaint filed in the *Escobar* action.

1 8. On May 18, 2021, Mr. Escobar filed a Supplemental PAGA Notice for additional
2 alleged violations of Labor Code section 226(a). Attached hereto as **Exhibit 3** is a true and correct
3 copy of the Supplemental Escobar PAGA Notice.

4 **FAIRNESS OF THE SETTLEMENT**

5 9. I am of the opinion that the settlement, as set forth in the Class Action and PAGA
6 Settlement Agreement (“Agreement” or “Settlement Agreement”) is fair, reasonable, and
7 adequate, and that it serves the best interests of the Class in light of all known facts and
8 circumstances, as well as the expenses, risks, and uncertainties inherent in continued litigation.

9 10. Settlement negotiations were conducted at all times at arm’s length, in an
10 adversarial manner, and were entirely free of collusion. The Parties reached the Settlement with
11 the assistance of a neutral mediator, the Honorable Amy D. Hogue (Ret.).

12 11. Prior to the mediation, the Parties engaged in informal discovery. Capstone
13 provided Class Counsel with information regarding the number of putative class members,
14 workweeks, and pay periods at issue, as well as hourly rates of pay and details concerning
15 Capstone’s payroll policies and practices.

16 12. I have no financial interest in, or relationship with, the designated *cy pres*
17 recipient, Public Citizen Foundation.

18 13. I was retained pursuant to a contingency fee agreement under which Class
19 Counsel agreed to advance all litigation costs and recover no fees unless a monetary recovery
20 was obtained. For example, my office incurred costs to file the *Escobar* Complaint and the
21 Complaint in Intervention on behalf of Sheri King, effect service of process, and pay other
22 litigation-related expenses. Had Plaintiffs not prevailed, Class Counsel would have devoted
23 substantial time, resources, and funds to the case without any compensation. Moreover, had
24 Plaintiffs failed to succeed, Capstone could have sought an award of its attorney’s fees and costs
25 incurred in defending the action.

26 **ATTORNEY EXPERIENCE**

27 14. I am one of the primary attorneys on this matter. My qualifications are as follows:
28 I received my J.D. from Arizona State University College of Law in 2003. During law school, I

1 was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated *cum laude*
2 from Arizona State University College of Law in the top 10% of my class. While I was in law
3 school, I was the Associate Managing Editor of the Arizona State University College of Law,
4 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
5 of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that
6 represents a significant number of Fortune 500 companies.

7 15. My firm's primary focus is employment law. I have handled a number of wage
8 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
9 encompasses cases throughout the State of California, including but not limited to the Los
10 Angeles Superior Courts, the Orange County Superior Courts, the San Francisco County
11 Superior Courts, the San Diego County Superior Courts, and the United States District Courts for
12 the Central, Eastern, Northern, and Southern Districts of California.

13 16. I have been named as class counsel in a number of class actions that have been
14 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
15 Francisco County, Alameda County, Contra Costa County, Monterey County, San Bernardino
16 County, Santa Clara County, Sonoma County, and other counties, as well as the United States
17 District Court for the Central, Eastern, and Northern Districts of California, including but not
18 limited to the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
19 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
20 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
21 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
22 Judicial Council Coordination Proceeding No. 4480; *Hernandez v. CVS Corp. et al.*, Judicial
23 Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito County Superior
24 Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey Peninsula*,
25 Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour Cases*, Santa
26 Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v. Standard*
27 *Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v. Nugget*
28 *Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

EXHIBIT 1

IVAN ESCOBAR

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

October 28, 2020

VIA ONLINE FILING

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

Re: Escobar v. Capstone Logistics LLC

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of claims against my former employer Capstone Logistics LLC (“Defendant” or “the Company”). Specifically, I allege as follows:

1. The Company violated Labor Code § 226 by failing to provide accurate and complete wage statements to myself and other similarly situated aggrieved employees. Whenever “Premium” wages were paid, the wage statements issued to the employees did not identify the correct rates of pay and/or hours worked. For example, for my pay check dated May 22, 2020, the wage statement shows that I worked 40 regular hours and 2.5 “Premium” hours. Further, on the same wage statement, it showed my regular rate of pay as \$19 per hour and “Premium” rate as \$9.50 per hour. However, the wage statement shows that I was paid “Premium” wages of \$23.75 and “Special Project” wages of \$807.50. While the Premium rate multiplied by the Premium Hours equals \$23.75, my regular rate multiplied by my regular hours does not equal \$807.50. Moreover, even assuming the “Premium” rate is my overtime rate of pay, then the rate that appears is only one-half (0.5) times the regular hourly rate of pay rather than one and one-half (1.5) times the regular rate of pay.

The address for Defendant is as follows:

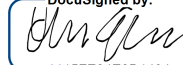
Capstone Logistics LLC
30 Technology Parkway
Suite 200
Peachtree Corners, GA 30092

October 28, 2020

Page 2

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

1115FE84E2D1434...

Ivan Escobar

Cc: Capstone Logistics LLC (via certified mail)

EXHIBIT 2

1 Larry W. Lee (State Bar No. 228175)
2 Kristen M. Agnew (State Bar No. 247656)
3 Nicholas Rosenthal (State Bar No. 268297)
4 **DIVERSITY LAW GROUP, P.C.**
5 515 S. Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
7 (213) 488-6555
8 (213) 488-6554 facsimile

9 Attorneys for Plaintiff and the Aggrieved Employees

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

12 IVAN ESCOBAR, as an individual and on
13 behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 CAPSTONE LOGISTICS, LLC, a
17 Delaware limited liability company; and
18 DOES 1 through 50, inclusive,

19 Defendants.

Case No.: STK-CV-UOE-2020-0009429

(Assigned to the Hon. Erin Guy Castillo, Dept.
10B)

20 **SECOND AMENDED REPRESENTATIVE**
21 **ACTION COMPLAINT FOR DAMAGES FOR:**

22 **(1) VIOLATION OF CAL. LABOR CODE §§**
23 **2698, *ET SEQ.***

24 **DEMAND OVER \$25,000.00**

25 Complaint Filed: November 9, 2020
26 FAC Filed: February 11, 2021

FILED
2021 MAR 30 AM 10:37
BY MIA STIPE
CLERK

BY FAX

1 Plaintiff Ivan Escobar (“Plaintiff”) hereby submits this Second Amended Representative
2 Action Complaint (“FAC”) against Defendant Capstone Logistics, LLC (“Defendant”) and Does
3 1 through 50 (hereinafter collectively referred to as “Defendants”) on behalf of himself and other
4 Aggrieved Employees of Defendants for penalties for violations of the California Labor Code,
5 including without limitation, failure to provide employees with accurate itemized wage
6 statements as follows:

7 **INTRODUCTION**

8 1. This representative action is within the Court’s jurisdiction under California
9 Labor Code section 2698 *et seq.*

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees in Defendants’ failure to provide accurate payroll
15 records.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 have engaged in, among other things a system of willful violations of the California Labor Code,
18 by creating and maintaining policies, practices and customs that knowingly deny employees the
19 above stated rights and benefits.

20 **JURISDICTION AND VENUE**

21 5. The Court has jurisdiction over the violations of California Labor Code section
22 2698 *et seq.*

23 6. Venue is proper in San Joaquin County because Defendant operates in San
24 Joaquin County, and Plaintiff was employed by Defendant in San Joaquin County.

25 **PARTIES**

26 7. Plaintiff was hired by Defendant on or about April 13, 2020, as a Material
27 Handler. Plaintiff worked as an hourly non-exempt employee.

28 8. Plaintiff was and is the victim of the policies, practices, and customs of

Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code section 2698 *et seq.*

9. Plaintiff is informed and believes, and based thereon alleges, that Capstone Logistics, LLC is a Delaware limited liability company that provides supply chain management services, including transportation, warehousing, and fulfillment services, to businesses throughout the United States and State of California, including locations in Stockton, California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code section 2698 *et seq.*

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the

1 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
2 Defendants.

3 14. At all times herein mentioned, Defendants, and each of them, were members of,
4 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
5 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

6 15. At all times herein mentioned, the acts and omissions of various Defendants, and
7 each of them, concurred and contributed to the various acts and omissions of each and all of the
8 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
9 herein mentioned, Defendants, and each of them, ratified each and every act or omission
10 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
11 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
12 damages as herein alleged.

13 16. Defendant uniformly administered a corporate policy, practice of failing to
14 provide proper payroll records in violation of Labor Code section 226. Plaintiff is informed and
15 believes, and based thereon alleges, that this corporate conduct is accomplished with the
16 advanced knowledge, intent and willfulness.

17 17. As with other non-exempt California employees, Plaintiff was not provided
18 proper and accurate itemized wage statements. Specifically, when “Premium” wages were paid,
19 the wage statements failed to identify the correct rates of pay and/or hours worked. For example,
20 on Plaintiff’s May 22, 2020 wage statement, Plaintiff’s regular rate of pay is shown as \$19 per
21 hour and the “Premium” rate of pay is shown as \$9.50. When the Premium rate of \$9.50 is
22 multiplied by the 2.5 hours worked, the total does not equal the amount paid, which is \$807.50.
23 Moreover, even assuming the “Premium” rate is an overtime rate of pay, it does not equal 1.5
24 times the regular rate of pay.

25 18. In addition, when “Special Project” wages were paid, no rate of pay or hours
26 worked were identified. Rather, the wages were shown as a sum without any information to
27 show how such wages were calculated. Given that Plaintiff worked as a non-exempt employee,
28 such wages were paid at an hourly rate that should have been identified.

1 19. The California Labor Code sections upon which Plaintiff bases these claims are
2 broadly remedial in nature. These laws and labor standards serve an important public interest in
3 establishing minimum working conditions and standards in California. These laws and labor
4 standards protect the average working employee from exploitation by employers who may seek
5 to take advantage of superior economic and bargaining power in setting onerous terms and
6 conditions of employment.

7 20. Such a pattern, practice, and uniform administration of corporate policy regarding
8 illegal payroll practices described herein is unlawful and creates an entitlement to recovery by
9 Plaintiff and the Aggrieved Employees, in a civil action, for applicable penalties, reasonable
10 attorneys' fees, and costs of suit according to the mandate of California Labor Code section 2698
11 *et seq.* and Code of Civil Procedure section 1021.5.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

14 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
15 **AGAINST ALL DEFENDANTS)**

16 21. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 22. Defendant failed in its affirmative obligation to provide accurate itemized wage
19 statements. Defendant, as a matter of policy and practice, did not provide accurate records in
20 violation of Labor Code section 226(a).

21 22. Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the
22 wage statements should have reflected all hours worked for each applicable hourly rate, pursuant
23 to Labor Code section 226(a)(9). The wage statements provided to Plaintiff and the Aggrieved
24 Employees failed to accurately identify such information. More specifically, when "Premium"
25 wages were paid, the wage statements do not identify the correct rates of pay and/or hours
26 worked and when "Special Project" wages were paid no rate of pay and/or hours worked are
27 identified.

28 23. Plaintiff brings this cause of action as a proxy for the State of California and in

1 this capacity, seeks penalties on behalf of all Aggrieved Employees from May 13, 2019, through
2 the present, for Defendant's violations of Labor Code section 226(a), arising from Defendant's
3 failure to provide proper payroll records.

4 24. On or about October 30, 2020, Plaintiff sent written notice to the California Labor
5 & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code section
6 226(a), pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act
7 ("PAGA").

8 25. On or about May 18, 2021, Plaintiff filed a supplemental written notice with the
9 LWDA of Defendant's violations of Labor Code section 226(a), pursuant to PAGA. To date, the
10 LWDA has not responded to Plaintiff's written notices.

11 26. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
12 and all applicable civil penalties for Defendant's violation of Labor Code section 226(a), for the
13 time period described above, on behalf of himself and other Aggrieved Employees.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
16 this suit is brought against Defendants, jointly and severally, as follows:

- 17 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
18 Labor Code section 2698, *et seq.*, and for costs and attorneys' fees;
- 19 2. On all causes of action for attorneys' fees and costs as provided by California
20 Labor Code section 2699, and Code of Civil Procedure section 1021.5; and
- 21 3. For such other and further relief the Court may deem just and proper.

22
23 DATED: March 29, 2022

DIVERSITY LAW GROUP, P.C.

24
25 By: 
26 Larry W. Lee
27 Kristen M. Agnew
28 Nicholas Rosenthal
Attorneys for Plaintiff and the Aggrieved
Employees

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On March 29, 2022, I served the following document(s) described as: **SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Gerald L. Maatman gmaatman@seyfarth.com Jennifer A. Riley jriley@seyfarth.com Alexandra S. Oxyer aoxyer@seyfarth.com Seyfarth Shaw LLP 233 S. Wacker Drive, 80th Floor Chicago, Illinois 60606 <i>Attorneys for Defendant Capstone Logistics, LLC</i>	Justin T. Curley jcurley@seyfarth.com Megha J. Charalambides mcharalambides@seyfarth.com Seyfarth Shaw LLP 560 Mission Street, 31st Floor San Francisco, California 94105 <i>Attorneys for Defendant Capstone Logistics, LLC</i>
--	---

 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 29, 2022, at Los Angeles, California.



Erika Mejia

EXHIBIT 3

IVAN ESCOBAR

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

May 11, 2021

VIA ONLINE FILING

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

Re: Escobar v. Capstone Logistics LLC

To Whom It May Concern:

This correspondence is my supplemental written notice under Labor Code § 2699.3 of my claims, individually and on behalf of all aggrieved employees, against my former employer, Capstone Logistics LLC (“Defendant” or “the Company”). On October 30, 2020, I sent written notice and alleged, individually and on behalf of all aggrieved employees, that:

1. The Company violated Labor Code § 226 by failing to provide accurate and complete wage statements to myself and other similarly situated aggrieved employees. Whenever “Premium” wages were paid, the wage statements issued to the employees did not identify the correct rates of pay and/or hours worked. For example, for my pay check dated May 22, 2020, the wage statement shows that I worked 40 regular hours and 2.5 “Premium” hours. Further, on the same wage statement, it showed my regular rate of pay as \$19 per hour and “Premium” rate as \$9.50 per hour. However, the wage statement shows that I was paid “Premium” wages of \$23.75 and “Special Project” wages of \$807.50. While the Premium rate multiplied by the Premium Hours equals \$23.75, my regular rate multiplied by my regular hours does not equal \$807.50. Moreover, even assuming the “Premium” rate is my overtime rate of pay, then the rate that appears is only one-half (0.5) times the regular hourly rate of pay rather than one and one-half (1.5) times the regular rate of pay.

In addition to the violations described above, I supplement my written notice under Labor Code § 2699.3 of my claims, individually and on behalf of all aggrieved employees, against my former employer, Capstone Logistics, LLC, as follows:

2. The Company violated Labor Code §226 by failing to provide accurate and complete wage statements to myself and other similarly situated aggrieved employees. Whenever “Special Project” wages were paid, no rate or hours were listed for these wages. For instance, on my paystub for the pay period of June 21, 2020 to June 27, 2020, there are \$807.50 in “Special Project” wages listed, but both the hours and rate columns are empty. However, I was a non-exempt employee, so there was an applicable rate and hours for these wages.

The address for Defendant is as follows:

May 11, 2021
Page 2

Capstone Logistics LLC
30 Technology Parkway
Suite 200
Peachtree Corners, GA 30092

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,


Ivan Escobar (May 17, 2021 18:43 PDT)

Ivan Escobar

Cc: Capstone Logistics LLC (via certified mail)