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as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ANTOWINE HOCKLEY, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

ROAD WARRIOR STAFFING, INC., a
California Corporation; PERFORMANCE
TEAM LOGISTICS LLC; a Delaware Limited
Liability Company; and DOES 1 through 50,
inclusive

Defendants.

Case No.: CVRI2505366

[Assigned for all purposes to Hon. Harold W. Hopp,
Dept. 1]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**DECLARATION OF LILIT TUNYAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Reservation ID: 995565959157
Date: December 3, 2026
Time: 8:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Harold W. Hopp

Action Filed: September 19, 2025
Trial Date: Not Set

I, LILIT TUNYAN, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States District Courts for the Central, Eastern, Southern and Northern Districts of California. I am the founding partner at the law firm of Tunyan Law, APC. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I am the attorney of record for Plaintiff ANTOWINE HOCKLEY (“Plaintiff”).

2. This Declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement.

3. On September 19, 2025, Plaintiff filed a putative class action alleging the following labelled causes of action: (1) failure to pay all wages and sick pay; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to keep accurate itemized wage statements; (5) failure to pay wages upon termination of employment; (6) failure to reimburse for necessary expenditures; (7) Unfair Business Practices. On December 1, 2025, Plaintiff filed his First Amended Complaint adding the eighth case of action for civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”) (The “Action.”) In the Complaint, Plaintiff sought to represent all persons that worked for Defendants ROAD WARRIOR STAFFING, INC. and PERFORMANCE TEAM LOGISTICS LLC (now known as MAERSK LOGISTICS & SERVICES USA INC.) (“Defendants”) in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint and ending when Notice to the Class is sent.

4. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”).

5. **CMO ¶ G (3) (a) (v)** The Parties agreed to participate in a mediation in an effort to resolve the class and PAGA claims asserted in this matter. Prior to and during the mediation and

1 settlement discussions, the Parties exchanged extensive information and engaged in discussions
2 regarding their evaluations of the case and various aspects of the case, including but not limited to, the
3 risks and delays of further litigation, the risks to the Parties of proceeding with representative
4 adjudication, the law relating to off-the-clock theory, meal and rest periods, and wage-and-hour law and
5 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other
6 things. Plaintiff's Counsel conducted significant investigation and informal discovery regarding the facts
7 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
8 documents and data obtained from Defendants, Plaintiff and other sources. The volume of data and
9 documents that Plaintiff's Counsel reviewed and analyzed included and was not limited to: Plaintiff and
10 Class Members' employment records, a detailed sampling of Class Members' time and pay data,
11 Defendants' employment practices and procedures including, but not limited to Defendants' expenses
12 policy, meal and rest periods policy, work time policy, overtime policy, pay periods and payday policy,
13 among other information and documents. Counsel for the Parties also met and conferred on numerous
14 occasions, e.g., to discuss issues relating to the production of documents and data prior to the mediation.
15 Plaintiff's Counsel also drafted the pleadings and the mediation brief and prepared for and attended court
16 proceedings, mediation, and settlement negotiations, among other tasks. After reviewing the provided
17 documents and data, Class Counsel were able to evaluate the probability of class certification, success on
18 the merits, and the reasonably obtainable maximum monetary exposure for all claims. Class Counsel
19 reviewed these records and prepared a damage analysis prior to mediation. Class Counsel also
20 investigated the applicable law regarding the claims and defenses asserted in the litigation.

21 6. **CMO ¶¶ G (3) (a) (v)** On July 22, 2026, the Parties mediated before a mediator Kevin T.
22 Barnes, Esq., who is a well-regarded litigator and mediator for wage and hour class action litigation. At
23 the mediation, the Parties discussed at length the burdens and risks of continuing with the litigation as
24 well as the merits of the claims and defenses. The Parties have been able to reach a settlement at the
25 mediation. The Parties have reached an agreement regarding the substantive terms of a class-wide
26 settlement, pending the Parties' agreement on a long-form class settlement agreement. The Parties then
27 signed a long form settlement agreement ("Agreement" or "Settlement").

28 7. **CMO ¶¶ G (3) (a) (v)** Plaintiff and Class Counsel are aware of the burdens of proof

1 necessary to establish liability for the claims asserted in the Action, both generally and in response to
2 Defendants' defenses thereto. Based on investigation and information discovered, Plaintiff's Counsel
3 believes that there is sufficient evidence to support that Class Members were expected to perform similar
4 job duties and were subject to the same or similar operations and employment policies, practices, and
5 procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to
6 Plaintiff and Class Members were substantially the same during the time period at issue. Thus, in
7 Plaintiff's Counsel's view, it is clear that the outcome of this litigation would be determined by
8 Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff alleges
9 applied across Defendants' hourly-paid or non-exempt employees in California during the Class period.
10 Plaintiff and Class Counsel have also taken into account Defendants' agreement to enter into a
11 Settlement that confers substantial relief upon the Class. Based on the foregoing, Plaintiff and Class
12 Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and
13 reasonable Settlement and is in the best interests of the Class. Solely for the purpose of settling this case,
14 Plaintiff believes that the requirements for establishing class action certification with respect to this class
15 have been met and are met. If this Settlement is not approved by the Court for any reason, Defendants
16 reserve their right to contest class certification. This Settlement, if approved by the Court, will result in
17 entering the Judgment and the release of all Released Claims for all Class Members, including all within
18 the class definition who have not elected to exclude themselves from the Class and Released PAGA
19 Claims for all PAGA Employees.

20 SUMMARY OF THE SETTLEMENT TERMS

21 8. A true and correct copy of the JOINT STIPULATION OF CLASS AND PAGA
22 REPRESENTATIVE ACTION SETTLEMENT ("Settlement," "Agreement," or "Settlement
23 Agreement") is attached hereto as Exhibit "1." The Parties and their counsel have approved the
24 proposed Notice of Class Action Settlement ("Class Notice"), Exclusion Form ("Exclusion Form"), and
25 Objection Form ("Objection Form"), which are attached to the Settlement Agreement as "Exhibit B,"
26 "Exhibit B," and "Exhibit D," respectively, and respectfully request that the Court approve them as well.

27 9. Key provisions of the proposed settlement include the following:

- 28 • Defendants agree not to oppose certification of a Class for purposes of Settlement only

(Settlement, ¶ 18);

- **Settlement Amount:** Defendants will pay a maximum of **\$65,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** payment per Class Member of approximately **\$1,203.70** (Settlement, ¶ 25(c));
- **CMO ¶¶ G (3) (a) (i). Class Size:** approximately **54** individuals who worked **1,129** workweeks from September 19, 2021 to the mediation date, i.e. July 22, 2026. (Settlement, ¶ 4, Tunyan Decl., ¶ 16.)
- **CMO ¶¶ G (3) (a) (i). PAGA Group Size:** approximately **36** individuals who worked **564** pay periods from September 19, 2021 to the mediation date, i.e. July 22, 2026. (Tunyan Decl., ¶ 17);
- **Escalator Clause:** Defendants represented that as of June 30, 2026 the number of workweeks worked by Class Members is estimated to be **1,129**. The parties stipulate to a 10% escalation of the estimated workweeks and pay periods without any increase to the Gross Settlement Amount. If the number of Covered Workweeks during the Class Period exceeds 10% of the estimated workweeks (i.e., exceeds 1,242 workweeks), Defendants shall increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of workweeks in excess of **1,242** workweeks. For example, if there is a 1% increase over 10% (over 1,241 workweeks) then the Gross Settlement Amount increases by 1% (the “Escalator Clause”). (Settlement, ¶ 25(d).)
- **Kullar/Munoz Analysis:** Plaintiff addresses the claims analysis herein, at Part V.B.3, and in more detail the Declaration of Tunyan, at Paragraph 18;
- **No Reversion:** The Settlement is a ***non-reversionary*** settlement (Settlement, ¶ 25(e));
- **Certification:** Plaintiff addresses certification requisites herein, at Part V.A., and in the Declaration of Tunyan, at Paragraphs 36-42;
- **No Claim Form:** No claim form is required (Settlement, ¶ 25(f));
- **Class Release:** The Settlement will release specified wage-and-hour claims for Class Members (those Class Members who do not opt out of the Settlement) as defined by the First Amended Complaint and LWDA notice (Settlement, ¶ 37);

- 1 • **PAGA Release:** The Class Members will release the PAGA Claims set forth in this
2 Action, that were identified in the Complaint and Plaintiff's LWDA Notice Letter,
3 regardless of whether they opt out of the class portion of the Settlement (Settlement, ¶
4 37(c)(2));
- 5 • **Release Effective Date:** The Release is not active until Defendants tenders all payments
6 required under the Settlement to the Settlement Administrator (Settlement, ¶ 37(b));
- 7 • **Net Class Settlement Amount Available to the Class:** After deducting Class Counsel's
8 attorneys' fees and costs, service payment to Plaintiff, administration costs, the payment to
9 the LWDA and the PAGA payment to PAGA Employees, the remainder will be available
10 for distribution to Class Members who do not opt out, with each Class Member receiving a
11 share based on the number of workweeks each Class Member worked for a Defendants
12 within the Class Period. The Net Class Settlement Amount is estimated to be at least
13 **\$14,333.33**, resulting in an average **net** payment per Class Member of at least **\$265.43**,
14 before any tax withholdings. (Settlement, ¶ 25(g));
- 15 • **Tax Allocation:** The amounts distributed to Class Members will be characterized as 20%
16 alleged unpaid wages, 80% as unpaid penalties and unpaid interest, and PAGA Settlement
17 Payments will be allocated as 100% penalties. (Settlement, ¶ 25(k));
- 18 • **Employer's Portion of Payroll Taxes Paid Separately:** Defendants' portion of payroll
19 taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that
20 constitute wages will be paid separate and apart from the GSM (Settlement, ¶ 25(h));
- 21 • **Settlement Administrator:** The notice portion of the Settlement and distribution of funds
22 will be administered by a third-party Administrator, Phoenix Class Action Administration
23 Solutions. Phoenix Class Action Administration Solutions' low bid for settlement
24 administration services in the amount of **\$5,000.00** was selected as the lowest bid from a
25 competitive bidding process. (Settlement, ¶ 25(p));
- 26 • **Class Data for Administration:** The Settlement Administrator will receive the Class List
27 within 15 calendar days of Preliminary Approval, use the NCOA database to update the
28 Class List, and then use skip tracing on returned Notices (Settlement, ¶ 32(a));

- 1 • **Notice:** The Notice will issue within 14 days of receipt of the Class List (Settlement, ¶
2 32(b)). The Notice describes how to dispute workweeks, submit and objection in writing,
3 in person, or through an attorney, or request exclusion (Settlement, ¶ 25(s)).
- 4 • **Notice Language:** Notice will issue in English and Spanish (Settlement, ¶ 25(t));
- 5 • **Objections:** Objections can be submitted in person, through an attorney, or in writing to
6 the Settlement Administrator (Settlement, ¶ 25(x));
- 7 • **Exclusion Requests:** The procedure for exclusion requests, mailing a request to the
8 Settlement Administrator, is the same as the procedure for submitting a writing objection
9 (Settlement, ¶ 25(w));
- 10 • **PAGA Allocation:** From the GSA, \$5,000.00 will be allocated to settle claims brought
11 pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.*
12 (“PAGA”), and sixty-five percent (65%), or \$3,250, will be paid to the California Labor &
13 Workforce Development Agency. (Settlement, ¶ 8.)
- 14 • **Notice to LWDA:** Notice was provided prior to the filing of this Motion. Evidence is
15 attached to Tunyan Declaration.
- 16 • **Service Payment to Plaintiff:** Defendants will not oppose the application for Class
17 Representative Service Payment of \$5,000.00 for Plaintiff, to be paid from the GSA
18 (Settlement, ¶ 25(n));
- 19 • **Fees and Costs:** Defendants will not oppose Class Counsel’s application for fees not to
20 exceed 33 1/3% of the GSA (\$21,666.67), and actual costs, in an amount not to exceed
21 \$14,000, to be paid out of the GSA (Settlement, ¶ 25(m)).
- 22 • **Check Void Period:** Settlement checks will be valid for 180 days (Settlement, ¶ 34);
- 23 • **CMO ¶¶ G (3) (c) (i). Uncashed Checks:** Any settlement checks that are mailed to the
24 Class Members and remain uncashed after 180 days of the date of issuance will be
25 cancelled, and the moneys will be redistributed to those class members who have cashed
26 their checks (Settlement, ¶ 35);
- 27 • **Judgment Notice:** Judgment will be posted on the Settlement Administrator’s website
28 after entry (Settlement, ¶ 30);

- **Confidentiality Provisions:** The Settlement permits Class Counsel to discuss the Settlement with Class Members (Settlement ¶ 60).

**NATURE OF THE CLAIMS AND ESTIMATE OF THE VALUE OF THE CLAIMS EVIDENCING
THAT THE SETTLEMENT IS FAIR AND REASONABLE**

10. **CMO ¶¶ G (3) (a) (v).** Plaintiff and counsel have diligently investigated the claims of the Class Members. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of certification and possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the putative Class and are fair and reasonable. Plaintiff's counsel brought to bear a great deal of experience with class actions in negotiating the settlement of this case.

11. **CMO ¶¶ G (3) (a) (v).** One fundamental purpose of the class action device is to promote efficiency. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the class members, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

12. **CMO ¶¶ G (3) (a) (v).** We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The exchange of time and wage data, wage and hour policy documents, and data about the composition of the Class, were sufficient to permit us counsel to adequately evaluate the settlement. We had more than enough information upon which to evaluate a fair and reasonable settlement amount.

13. **CMO ¶¶ G (3) (a) (v).** In this action Plaintiff contended that Defendants rounded actual time worked by Class Members and paid bonuses but failed to incorporate those bonuses into the regular rate

1 for calculation of overtime and sick pay. Plaintiff also contended that Defendant required Plaintiff and
2 Class Members to perform work before clocking in and after clocking out of their scheduled shifts, failed
3 to record meal periods and provide compliant meal and rest periods and have compliant meal and rest
4 period policies. Plaintiff also contended that Plaintiff and Class Members were also required to use their
5 personal cellular telephones to record their time using an application on their phone and to send and
6 respond to work-related messages and work instructions during and after their scheduled shifts without
7 reimbursement. Plaintiff also contended that Defendants failed to provide a written notice of accrued
8 paid sick leave as required under California law. Additionally, Plaintiff alleged that Defendants
9 intentionally and willfully failed to pay Plaintiff and Class Members all wages due to them while they
10 were employed by Defendants, within the time period permissible under California law, and that
11 Defendants failed to pay all wages due upon termination, within the time period permissible under
12 California law, thereby triggering waiting-time penalties under California Labor Code section 203.
13 Plaintiff contended that, based on the violations described herein, the wage statements provided by
14 Defendants and the payroll records kept by Defendants were inaccurate.

15 14. **CMO ¶¶ G (3) (a) (v).** Defendants deny Plaintiff's claims. Plaintiff's Counsel considered
16 defense arguments, e.g., that the employer's practices and procedures complied with the law, that truck
17 driver class members are except from meal and rest period requirements in California, that employees
18 were not required to work off-the-clock and if they worked off-the-clock it was without knowledge of a
19 supervisor or Defendants, that bonuses were discretionary, that Defendants correctly paid overtime for all
20 overtime hours worked, that they reimbursed a reasonable portion of Class Members' cell phone bills,
21 that the wage statements contain information on accrued sick leave, that no waiting time penalties were
22 due because waiting time penalties only arise from "willful" failure to pay wages due and owing at the
23 time of termination or resignation, that Plaintiff and Class Members suffered no actual injury from the
24 alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation
25 are entirely derivative of the other causes of action. Plaintiff's Counsel also considered that it could be
26 determined that individual liability issues predominate (e.g. due to purported variation in shifts, job
27 duties, and other circumstances which could raise individualized questions of fact) and could pose
28 challenges to class certification and manageability, and the merits of Plaintiff's claims.

1 15. **CMO ¶¶ G (3) (a) (iii).** Plaintiff's Counsel considered information obtained through
2 investigations and from Plaintiff, as well as class data and information obtained from Defendants and
3 other sources, and created violation, damages, and penalties valuations and models prior to reaching the
4 settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the potential
5 value of each claim assumed an exposure based on the Plaintiff having proven all elements of the claims
6 and entitlement to monetary recovery, despite risks associated with class certification, and establishing
7 liability and any underlying California Labor Code violations and damages, and significant additional
8 costs that would have to be incurred in order to certify the case and establish liability and damages. We
9 believe that the case was viable through to a trial. However, while Plaintiff asserts a belief that this is a
10 viable case for trial, we realize that there are always significant risks associated with certification and
11 trials, and those risks cannot be eliminated in this case. Continued litigation of this lawsuit presented
12 Plaintiff and Defendants with substantial legal risks and costs that were (and continue to be) difficult to
13 assess. The risks in this matter include:

- 14 • the risk that Plaintiff would be unable to establish liability for allegedly unpaid overtime
15 wages, see *Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014) ("*Duran*"),
16 citing *Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014);
- 17 • the risk that Plaintiff would be unable to establish liability for meal and rest period
18 violations;
- 19 • the risk that uncertainties pertaining to the ultimate legality of Defendants' policies and
20 practices could preclude class-wide awards of statutory penalties under Labor Code §§ 203
21 and 226(e);
- 22 • the risk that individual differences between Class Members could be construed as
23 pertaining to liability and not solely to damages, see *Duran*, 59 Cal. 4th at 19;
- 24 • the risk that any civil penalties award under the PAGA could be reduced by the Court in its
25 discretion, see Labor Code § 2699(e)(1);
- 26 • the risk that class treatment could be deemed improper as to one or more claims, except for
27 settlement purposes;
- 28 • the risk that lengthy appellate litigation could ensue.

1 These risks are non-exhaustive. While we remain confident that we possess credible strategies for
2 responding to the legal and factual risks facing them, those risks cannot be disregarded. We carefully
3 considered the risks created by all of these uncontrollable factors when evaluating the reasonableness of
4 this proposed settlement. This Settlement provides a benefit to the Class Members that is very
5 reasonable in light of these particular risks.

6 16. The Settlement is the product of arm's-length negotiations between the Parties occurring
7 throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law
8 regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery for
9 the Class Members. The settlement amount is, of course, a compromise figure. By necessity it took into
10 account risks related to liability, damages, and the defenses asserted by Defendants. Moreover, each
11 Class Member will be given the opportunity to opt-out of the Settlement, allowing those who feel they
12 have claims that are greater than the benefits they can receive under this Settlement to pursue their own
13 claims. For the approximately 54 members of the Class, the average **gross** recovery at least **\$1,203.70**
14 per class member, and the estimated average **net** recovery for each Class Member is approximately
15 **\$265.43**. Given that Defendants could challenge certification and liability, this is a significant sum to
16 have achieved in settlement. Moreover, a Class Member who worked a greater number of weeks for
17 Defendants will receive a larger share of the Settlement than a Class Member who worked for a shorter
18 amount of time during the class period.

19 17. CMO ¶¶ G (3) (a) (ii) (iii). The Gross Settlement Amount of **\$65,000.00** is about 82%
20 of the **\$79,373.29** estimate of *risk-adjusted* recovery (excluding interest) at this stage in the litigation.
21 This assessment is based on a carefully constructed model of the current fair value of the case, using
22 estimated risks, average wage rates, numbers of employees, and the amount of time covered by the class
23 period. While Plaintiff would certainly have preferred to recover more (and Defendants would have
24 preferred to pay less), this outcome is in line with a carefully constructed estimate of the current fair
25 value of the case. On that basis, it would be unwise to pass up this settlement opportunity. My
26 maximum calculated reasonable exposure is **\$682,857.16**, *including* PAGA penalties.

- 27 • A reasonably estimated exposure for unpaid wages for unlawful rounding and regular
28 rate violation was calculated, with the assistance of an expert, to be approximately

1 **\$26,444.46.** However, with the risk factor discounts for certification and liability proof,
2 the value of that claim is estimated by Plaintiff's counsel to be approximately **\$7,933.34**,
3 assuming certification probability of 60% and merits success at 50%.

- 4 • A reasonably estimated exposure for unpaid wages for the off-the clock work was
5 calculated, with the assistance of an expert, to be approximately **\$32,763.58** (1,129
6 workweeks x 1 hour of unpaid wage per workweek, which is based on the average
7 hourly rate of \$29.02). However, with the risk factor discounts for certification and
8 liability proof, the value of that claim is estimated by Plaintiff's counsel to be
9 approximately **\$3,931.63**, assuming certification probability of 40% and merits success
10 at 30%.
- 11 • A reasonably estimated exposure for rest break violations over the class period was
12 calculated at **\$65,527.16** (1,129 workweeks x 2rest period premium per workweek x
13 \$29.02), but with chances of certification and proof of liability (30% and 20%
14 respectively) for a risk-adjusted exposure of **\$3,931.63**.
- 15 • A reasonably estimated exposure for meal break violations over the class period was
16 calculated at **\$65,527.16** (1,129 workweeks x 2 meal period premiums per workweek x
17 \$29.02), with chances of certification and liability risks (50% and 20% respectively)
18 resulting in a risk-adjusted exposure of **\$6,552.72**.
- 19 • Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties
20 with chances of certification and liability risks (50% and 20% respectively) were
21 estimated to be approximately **\$5, 410.00** and **\$35,520.48**, respectively, on maximum
22 exposures of **\$54,100.00** (54 initial violations x \$50 statutory penalty) + [514 subsequent
23 violations x \$100 statutory penalty]) and **\$355,204.80** (51 employees terminated during
24 the three-year statute of limitation x (30 days x hourly rate x 8 hours), or approximately
25 \$6,964.8 per individual, respectively).
- 26 • A reasonably estimated exposure for unreimbursed expenses over the class period was
27 calculated at **\$11,290.00** (1,129 workweeks x \$10 unreimbursed business expenses per
28 workweek), with chances of certification and liability risks (50% and 30% respectively)

1 resulting in a risk-adjusted exposure of **\$1,693.50**.

- 2 • Performing risk-adjusted valuations for all claims yields a total value in the range of
- 3 **\$64,973.29**, excluding PAGA.¹ (*Id.*)
- 4 • PAGA penalties were calculated as having a maximum realistic exposure of **\$72,000.00**
- 5 (36 aggrieved employees estimated to have worked during one-year statutory period x
- 6 \$2,000.00 civil penalties), but a risk adjusted value of **\$14,400.00**, after factoring in risks
- 7 of reduction in penalties pursuant to Court discretion and the high risk of the inability to
- 8 prove violations for all aggrieved employees.

9 As required under *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008) and *Munoz v. BCI*

10 *Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399 (2010), the maximum plausible and

11 realistic recoveries versus the current risk-adjusted value of the claims are discussed in additional detail

12 below:

13 **(a) Key Class Data Elements at Time of Mediation:**

- 14 1) Class Members: approximately 54
- 15 2) Work Weeks: approximately 1,129
- 16 3) PAGA Employees: approximately 36
- 17 4) Gross Settlement Amount: \$65,000.00

18 **(b) KULLAR/MUNOZ ANALYSIS: Unpaid Wages Due to Rounding and**

19 **Regular Rate Violation**

- 20 1) Plaintiff's claim for unpaid wages due to time rounding is based on the
- 21 argument that Class Members were paid for the rounded time instead of
- 22 actual time worked for Defendant. As for the regular rate violation
- 23 allegation, Plaintiff's claim is based on Defendant's failure to
- 24 incorporate bonuses in calculation of overtime and sick pay rate.

25

26 ¹ In a sense, it is nonsensical to assign specific percentages to future events, but it does provide a

27 specific method for attempting to reduce the concept of "very high risk" or "high risk" to a quantifiable

28 amount. Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is either certified or it is not. But the current expected value is best quantified by applying a risk reduction, based on the total experience of counsel.

2) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$26,444.46
Estimated certification probability	60%
Estimated chance of prevailing on merits	50%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$7,933.34

(c) **KULLAR/MUNOZ ANALYSIS: Unpaid Wages Due to Off-the-Clock Work**

- 1) Plaintiff's claim for unpaid wages due to off-the-clock work is based on the allegation that Defendants required Plaintiff and Class Members to send and respond to work-related messages and calls and receive work instructions after their scheduled shifts, and to arrive early enough to be timely for the scheduled shift start time but not allowing to clock in earlier than five minutes before the scheduled time by threatening to discipline for unauthorized overtime.
- 2) Defendants deny these allegations and contend that they paid for all time worked by Class Members.
- 3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$32,763.58
Estimated certification probability	40%
Estimated chance of prevailing on merits	30%
Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$3,931.63

(d) **KULLAR/MUNOZ ANALYSIS: Meal Periods**

- 1) Plaintiff's claim for meal break violation is based on the allegation of Defendants' deficient policy and practice of not scheduling, not providing

1 and not recording meal periods as required under California law and auto
2 deducting meal periods as well as deficient written acknowledgment signed
3 by Class Members devoid of timing requirements for meal periods.
4 Employees are entitled to meal periods of at least 30 minutes before
5 exceeding five hours of work and to second meal periods of not less than
6 30 minutes before exceeding 10 hours of work. For each meal period
7 missed or taken late an employer must pay the employee an additional one
8 hour of compensation. Labor Code § 226.7. This additional hour of
9 compensation is referred to as “premium pay.”

10 2) Defendants maintain that truck driver class members are exempt from meal
11 period requirements in California and that the obligation is simply to
12 “provide” meal periods, not to “ensure” that they are taken. *Brinker v.*
13 *Superior Court*, 53 Cal. App. 4th 1004, 1034-41 (2012) (rejecting “ensure”
14 standard). Furthermore, Defendants contend that any failure to take meal
15 periods, or to take late meal periods, was a result of employee choice, not
16 of any policy or practice of Defendants. Finally, Defendants assert that
17 Plaintiff’s meal period claims would not be amenable to class treatment,
18 since individual inquires would need to be made with respect to each
19 specific shift that each employee missed a meal or rest period, to determine
20 why that specific employee missed that specific meal or rest period on that
21 specific shift.

22
23 3) **Risk-adjusted Exposure Analysis:**

24 Calculated maximum recovery:	\$65,527.16
25 Estimated certification probability	50%
26 Estimated chance of prevailing on merits	20%
27 Max recovery × certification risk × chance of success	\$6,552.72

28

(e) **KULLAR/MUNOZ ANALYSIS: Rest Breaks**

- 1) Plaintiff's claim for rest break violation is based on the allegation of Defendants' deficient written acknowledgment signed by Class Members devoid of the language required by California Labor Code and applicable wage order that requires employers to provide employees ten-minute rest breaks for every four hours, or major fraction, worked as well as the requirement for Plaintiff and Class Members to regularly miss their rest periods. Employees are entitled to a rest period of at least 10 minutes every four hours worked, or major fraction thereof. For each rest period missed or taken late an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay."
- 2) Defendants maintain that truck driver class members are exempt from rest period requirements in California and that the obligation is simply to "authorize and permit" rest periods, not to "ensure" that they are taken. *Brinker v. Superior Court*, 53 Cal. App. 4th 1004, 1034-41 (2012) (rejecting "ensure" standard). Furthermore, Defendants contend that any failure to take rest breaks was a result of employee choice, not of any policy or practice of Defendants. Finally, Defendants assert that Plaintiff's rest breaks claims would not be amenable to class treatment, since individual inquires would need to be made with respect to each specific shift that each employee missed a rest period, to determine why that specific employee missed that specific rest break on that specific shift.
- 3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$65,527.16
Estimated certification probability	30%
Estimated chance of prevailing on merits	20%
Max recovery × certification risk × chance of success on merits = Present Settlement Value	\$3,931.63

(f) **KULLAR/MUNOZ ANALYSIS: Late Pay Penalties Under Labor Code § 203**

- 1) Labor Code § 203 provides that if an employer fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the date they were due. Because class members stopped working for Defendants but again were not paid their full compensation for the reasons discussed above, class members did not receive all wages due upon termination of employment.
- 2) Defendants argue that a good-faith belief in the legality of its employment practices precludes a finding that any withholding of wages was "willful." *See* Cal. Code Regs. § 13520 [good-faith dispute exists to a claim for waiting time penalties "when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist."].) Defendants further maintain that because of viable defenses in both law and fact that waiting-time penalties could not be awarded and, in any case, such penalties were subject to a three-year limitations period under Labor Code § 203(b).

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$355,204.80
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Estimated certification probability	50%
Estimated chance of prevailing on merits	20%
Max recovery × certification risk × chance of success on merits = Present Settlement Value	\$35,520.48

(g) **KULLAR/MUNOZ ANALYSIS: Wage Statement Violations**

- 1) Plaintiff also alleged a cause of action under Labor Code § 226(a). That section states that an employer must provide an accurate itemized wage statement twice a month or each time wages are paid, whichever is the more frequent. Failure to do so entitles employees to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). *See* Labor Code § 226(e).
- 2) Defendants contend that Labor Code § 226(e) penalties are not automatic. Rather, the employee must show (1) that he or she “suffered injury” from the employer’s failure to provide compliant wage statements, *see Elliot v. Spherion Pacific Work, LLC*, 572 F.Supp.2d 1169, 1181 (2008) (applying California law) (holding employee was not entitled to penalties because no injury was shown), and (2) Defendants’ noncompliance was “knowing and intentional.” Defendants contend that class members suffered no injury from any failure to issue compliant wage statements and, furthermore, that any noncompliance was not knowing and intentional. Further, because the damages for this cause of action are penalties, the statute of limitations only runs from one year prior to the filing of the original complaint. *See* Code Civ. Proc. § 340. Moreover, Defendants maintain that Plaintiff’s derivative claim for wage statement penalties would fail for the same reasons that Plaintiff’s underlying claims would fail. The parties discussed these issues,

and in light of these and other considerations Class Counsel factored in a reduction of liability and damages for this cause of action.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$54,100.00
Estimated certification probability	50%
Estimated chance of prevailing on merits	20%
Max recovery × certification risk × chance of success on merits = Present Settlement Value	\$5,410.00

(h) **KULLAR/MUNOZ ANALYSIS: Unreimbursed Expenses Under Labor Code § 2802**

- 1) Plaintiffs also alleged a cause of action under Labor Code § 2802 for failure to reimburse all necessary expenses. Under Labor Code § 2802, “an employer shall indemnify his or her employee for all necessary expenditures... incurred by the employee in direct consequence of the discharge of his or her duties.” Lab. Code § 2802. Plaintiff’s claims for unreimbursed expenses are based upon claims that class members were required to use their personal cell phones to record their time using an application on their phone and to send and respond to work-related messages and work instructions during and after their scheduled shifts without reimbursement.
- 2) Defendants contend that Plaintiff and Class Member did not incur any business expenses, and if they used their personal cell phones they reimbursed the reasonable portion of their cell phone bills.

3) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$11,290.00
Estimated certification probability	50%
Estimated chance of prevailing on merits	30%

Max recovery × certification risk × chance or success on merits = Present Settlement Value	\$1,693.50
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(i) QUASI- KULLAR/MUNOZ ANALYSIS: PAGA

- 1) The Labor Code Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows plaintiffs to obtain civil penalties on behalf of herself and other class members for Defendants’ violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), sixty-five (65) percent of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining thirty-five (35) percent allocated to the affected employees. The limitations period is one year prior to the filing of the complaint.
- 2) The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 203, 226(a), 226.7, and 510. Defendants asserted that if PAGA penalties were mandatory, an employer’s PAGA liability would be huge because of the possibility of collecting multiple civil penalties for a single violation, and thus such penalties would almost always dwarf the damages available under the causes of action proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,

or confiscatory.” See also *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) [affirming reduction of PAGA penalties].) Defendants here maintain that they have a strong argument that it would be unjust to award maximum PAGA penalties.

- 3) Furthermore, PAGA penalties are also completely derivative of each and every other claim. Finally, under *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157(2008), it can be argued that penalties under PAGA could, at best, be awarded only at the rates obtainable for initial violations under the applicable statutes, because Defendants had never been notified of the alleged violations. *Id.*, at 1208, 1209.

4) **Risk-adjusted Exposure Analysis:**

Calculated maximum recovery:	\$72,000.00
Discount reduction factor for risk of Court reduction and uncertainty of proof for all aggrieved employees	20%
Max recovery × risk reduction = Present Settlement Value	\$14,400.00

With the assistance of Class Counsel’s retained damages expert, Class Counsel estimated Defendants’ maximum total exposure on the PAGA claim at approximately **\$72,000.00** (without stacking). This number presupposes underlying claims are proven at a plausible rate and that the Court awards the full base penalties for each. Class Counsel then applied discounts in light of the countervailing arguments with regard to the other causes of action, and the Court’s power to award “a lesser amount than the maximum civil liability.” Accordingly, due to the speculative nature of a valuation for this claim, a discount of **80%** was applied to account for the difficulty of prevailing on this claim.

(j) **Kullar Summary:** Indulging the most optimistic estimates and improbably

favorable outcomes, the maximum reasonable recovery is estimated to be approximately **\$682,857.16**, including PAGA. The settlement amount is about **10.5%** of that amount. The calculated current settlement value is **\$79,373.29** (calculated by adding the risk-adjusted amounts in the charts above together), and the settlement is **82%** of the current risk-adjusted settlement value. The bottom line is that the settlement is about 10.5% of the maximum plausible recovery for the 54 Class Members, and it is a reasonable settlement, given that the full amount is very unlikely to be recovered.

18. This result here is fully supportable as reasonable. First, it is important to recognize the wilfulness finding required for Labor Code §§ 203 and 226 is challenging to establish. Second, rest break and meal period claims have been challenging to certify for many years, even after Brinker. Many risks are eliminated through settlement. And, with respect to those risks, certification rates in California are **lower** than conventional wisdom holds. See, e.g., H. Scott Leviant, *Second Interim Report on class actions in California sheds new light on certification* (February 19, 2010), [www.thecomplexlitigator.com](http://www.thecomplexlitigator.com/post-data/2010/2/19/second-interim-report-on-class-actions-in-california-sheds-n.html), available at <http://www.thecomplexlitigator.com/post-data/2010/2/19/second-interim-report-on-class-actions-in-california-sheds-n.html>; see also, *Findings of the Study of California Class Action Litigation, 2000-2006*, available at <http://www.courtinfo.ca.gov/reference/documents/class-action-lit-study.pdf> (finding, at page 5, and in Table 9, at page 15, that only 21.4% of all class actions were certified either as part of a settlement **or** as part of a contested certification motion). Here, the estimated certification probabilities are **above** the average rate at which cases were certified in California over the study years, based upon data available through the California Courts websites. In sum, well *under* 20% of all cases filed as proposed class actions are ultimately certified by way of a *contested* motion. Since the recovery is roughly 10.5% of the maximum theoretical recovery (estimated to be approximately \$682,857.16, including PAGA), it meets the expected outcome under that metric. This Settlement achieves the goals of the litigation.

ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA

EMPLOYEES

19. **CMO ¶¶ G (3) (a) (iv)** The Net Class Settlement Amount is estimated to be at least

1 \$14,333.33 resulting in an average net payment per Class Member of at least \$265.43, before any tax
2 withholding and in an estimated average gross payment per Class Member of approximately \$1,203.70.
3 The Class consists of 54 individuals. The amount to be designated as PAGA Penalties is \$5,000, which
4 will be distributed as 65% (\$3,250.00) to the LWDA and 35% (\$1,750.00) to the PAGA Employees. The
5 PAGA Employees' group consists of 36 individuals. As a result, each PAGA Employee will receive an
6 estimated average amount of \$48.6. The amount to each Class Member and PAGA Employee will vary
7 based on each individual's duration of employment during the Class and PAGA Period. Thus, those who
8 worked longer for Defendants during the relevant Class or PAGA period will receive a benefit greater
9 than the average estimated amount. The high and low ranges of class and PAGA individual payments to
10 Class Members and PAGA Employees at this time are unknown, as these amounts will be calculated by
11 the Settlement Administrator following approval and the receipt and processing of the employee data and
12 will be included in the class notice that will be mailed to Class Members.

13 OTHER PENDING ACTIONS

14 20. **CMO ¶¶ G (3) (a) (vi)** To the best of my knowledge, there are no other class,
15 representative or other collective action in any other court or any other jurisdiction that asserts claims
16 similar to those asserted in this action on behalf of a class or group of individuals some or all of whom
17 would be members of the Class defined in this action. I have made reasonable inquiries of other members
18 of my law firm, and know of no other associated law firm, to determine that there are no other class,
19 representative or other collective action in any other court or any other jurisdiction that asserts claims
20 similar to those asserted in this action on behalf of a class or group of individuals some or all of whom
21 would be members of the Class defined in this action.

22 THE EXPERIENCE OF CLASS COUNSEL

23 21. I am a founding partner of Tunyan Law, APC and has been engaged in the practice of
24 employment and labor law for six and a half years focusing exclusively on plaintiffs' employment law
25 and wage-and-hour class actions and more than twenty-six years in practice of law in general. I have
26 handled hundreds of wage-related class and PAGA actions.

27 22. Prior to establishing my own practice, I was an associate attorney at Moon & Yang, APC
28 and Mahoney Law Group, APC. Since I was admitted to the California Bar, my practice has focused

1 mainly on labor and employment class action lawsuits involving California and federal labor laws. Along
2 with those firm's other attorneys I have successfully settled more than 50 class action and PAGA matters
3 during that time span and was routinely appointed lead or co-lead class counsel in courts in California
4 including by way of motion for class certification. I have additionally successfully settled about 45 class
5 and PAGA matters during the last three and a half years.

6 23. I received my Juris Doctorate from the State Yerevan University and my LL.M. from
7 University of Minnesota Law School. Prior to moving to California and starting to practice law in
8 California I practiced law in Armenia for about twenty years as a licensed attorney. I have been general
9 counsel and head of legal department for big telecommunication and financial corporations in Armenia
10 for the last 12 years prior to moving to California. I managed corporate legal department and corporate
11 legal and regulatory affairs and handled complex litigation matters as well as complex transactions for
12 many years.

13 24. I am a current member of the California Employment Lawyers Association (CELA). I
14 have been an active member of the State Bar of California in good standing.

15 25. I am experienced in prosecuting employment matters, particularly class actions, and I
16 focused a substantial percentage of my practice on wage, hour, and working conditions violations. In
17 addition to the present case, I represented Plaintiff and the class members and have extensively worked
18 on many wage-and-hour class cases and have been appointed as class or PAGA counsel along with other
19 counsel and co-counsel for wage-and-hour class action lawsuits in various counties throughout California
20 such as: *Whang v. U.S. Resource Recycling, Inc.*, Case N CIVSB2532543, San Bernardino County
21 Superior Court; *Fernandez v. Ronbow Corporation*, Case N 25CV140345, Alameda County Superior
22 Court; *Escobar v. Four Seasons Tree Care Inc.*, Case N 24CU015430C, San Diego Superior Court,
23 *Pass, et al. v. Del Amo Hospital, Inc.*, Case N 24STCV03085, Los Angeles County Superior Court;
24 *Rosales v. Baskerville-Parsons Contractors, Inc.*, Case N25CV004198, Sacramento County Superior
25 Court; *Soto v. Stine Enterprises, Inc.*, Case NECU004358, Imperial County Superior Court ; *Leon v.*
26 *Gemperle Egg Packing Co. Inc.*, Case NCV-25-001398, Stanislaus County Superior Court; *Pederia, et*
27 *al. v. Glass House Brands, Inc., et al.*, Case N23STCV12167, Los Angeles Superior Court; *Guzman v.*
28 *Core Environmental Solutions*, Case N 24STCV03593, Los Angeles Superior Court; *Hernandez v.*

1 *Precise Aerospace Manufacturing, Inc.*, Case N 30-2024-01400056-CU-OE-CXC, Orange County
2 Superior Court; *Sykes v. Macy's Retail Holdings, dba Macy's, et al.*, Case 24STCV09543, Los Angeles
3 County Superior Court; *Wilhelm v. Kemper Sports Management LLC, et al.*, Case N 30-2024-
4 01376524-CU-OE-CXC, Orange County Superior Court; *Bernal v. Onus Global Fulfillment Solutions*
5 *LLC, et al.*, Case N CIVSB2412062, San Bernardino County Superior Court; *Rodriguez v. TC*
6 *California Hospitality LLC*, Case N 37-2024-00010785-CU-OE-CTL, San Diego Superior Court;
7 *Estrada, et al. v. Spears Manufacturing*, Case N STK-CV-UOE-2023-0009772, San Joaquin County
8 Superior Court; *Ramirez v. Landscapes Unlimited, LLC*, Case N 24STCV12695, Los Angeles Superior
9 Court; *Deza v. Euro Snack, Inc.*, Case N S-CV-0052505, Placer County Superior Court; *Santoyo v. A P*
10 *R Consulting, Inc., et al.*, Case N 24STCV04117, Los Angeles Superior Court; *Segovia v. Shelter*
11 *Island, Inc.*, Case N 37-2024-00005168-CU-OE-CTL, San Diego Superior Court; *Rodriguez v. TFC*
12 *Manufacturing, Inc.*, Los Angeles Superior Court, Case N 24STCV02351; *Garcia v. C&R Restaurant*
13 *Group, L.P.*, Los Angeles Superior Court, Case N 23STCV19037; *Powers v. Mario's Place Inc.*,
14 Riverside County Superior Court, Case N CVRI2301652; *Camposeco v. Smarte Carte, Inc.*, Los Angeles
15 Superior Court, Case N 23STCV07897; *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County
16 Superior Court, Case N 30-2023-01314830-CU-OE-CXC; *Bazan v. Casa Martin, LLC, et al.*, Los
17 Angeles Superior Court, Case N 23STCV04670; *Empy v. 24 Windward Ave LLC*, Los Angeles County
18 Superior Court, Case N 23STCV18608; *De Martinez v. Facility Services Partners, Inc.*, Riverside
19 County Superior Court, Case N CVRI2304625; *Hernandez v. Caliber Aerospace, LLC, et al.*, Los
20 Angeles Superior Court, Case N 23STCV20323; *Mejia v. KF Casitas, LLC*, Los Angeles Superior Court,
21 Case N 23STCV06090; *Athey v. Walker Evans Enterprises*, Riverside County Superior Court, Case N
22 CVRI2301534; *White v. SGB Ventures, LLC*, Tulare County Superior Court, Case N VCU296946;
23 *Viveros v. D and T Restaurants, Inc., at al.*, Los Angeles Superior Court, Case N 23STCV10019; *Rocke*
24 *v. Pink Chicku LLC*, Santa Clara County Superior Court, Case N23CV41357, *Galvan v. Western Sky*
25 *Dairy, LLC*, Kern County Superior Court, Case N BCV-23-100992; *Oregel v. Diablo Range Framing,*
26 *Inc.*, Contra Costa County Superior Court, Case N C23-00697; *Gonzalez v. RV Retailer San Diego,*
27 *LLC, et al.*, Riverside County Superior Court, Case N CVRI2301403; *Evans, et al. v. Downtown*
28 *Women's Center*, Los Angeles County Superior Court, Case N 22STCV06578 (class certification

1 motion granted in part); *Sanchez v. Anodizing Industries, Inc.*, Los Angeles County Superior Court,
2 Case N 21STCV30722; *Godoy v. Intertrade Industries, LTD*, Orange County Superior Court, Case No.
3 30-2020-01151921-CU-OE-CXC; *Fuentes v. Actron Manufacturing Inc.*, Los Angeles Superior Court,
4 Case N 20STCV31099; *Gonzalez v. Community Health Systems, Inc.*, San Bernardino County Superior
5 Court, Case N CIVDS2015678; *Rodriguez v. Progress Lighting, Inc. et al.*, San Bernardino County
6 Superior Court, Case N CIVDS2023894; *Castillo v. Gibson Overseas, Inc.*, San Bernardino Superior
7 Court, Case N CIVDS2022537; *Mumphrey v. People's Care Northern California, Inc. et al.*, San
8 Joaquin County Superior Court, Case N STK-CV-UOE-2019-0016397; *Ochoa v. Orlando Spring*
9 *Corp*, Los Angeles Superior Court, Case N 20STCV343129; *Findley v. USC, et al.*, Los Angeles
10 Superior Court, Case N 20STCV47290; *Maldonado v. Techmer PM, LLC*, Los Angeles Superior
11 Court, Case N 20STCV21918; *Huerta v. IRS*, Los Angeles Superior Court, Case N 20STCV09163;
12 *Mata v. Marukai Corporation*; Los Angeles Superior Court, Case N 20STCV00959; *Tapia v. Home*
13 *&Body*; Orange County Superior Court, Case N 30-2020-01155185-CU-OE-CXC; *Ruvalcaba v.*
14 *Quinn Group, Inc.*, Los Angeles Superior Court, Case N 20STCV41323; *Bravo v. FIDM*, Los
15 Angeles Superior Court, Case N 19STCV25338; *Lomeli v. Plaskolite et al.*, Los Angeles Superior
16 Court, Case N 21STCV14611; *Alcantar v. Classic Salads LLC*, Santa Cruz County Superior Court,
17 Case N 21CV002309; *Casas v. Freedom Solar Services, et al.*, Los Angeles Superior Court, Case N
18 21STCV20233; *Serrano v. Barstow Community Hospital*, San Bernardino Superior Court, Case N
19 CIVDS2006967; *Lopez v. Fairway Staffing Services, et al.*, Los Angeles Superior Court, Case N
20 21STCV26640; *Linden v. Marugame Udon USA, LLC*, Los Angeles Superior Court, Case No.
21 20STCV00728; *Salter v. U.S. Reports, et al.*, Los Angeles Superior Court, Case N 19STCV30384;
22 *Perez v. Torn & Glasser, Inc.*, Los Angeles Superior Court, Case N 21STCV43614; *Gomez v. Arya*
23 *Ice Cream Distributing Co., Inc*, Los Angeles Superior Court, Case N 21STCV31170; *Herrera v.*
24 *Coastal Construction & Lumber*, Santa Cruz County Superior Court, Case N 22CV394683; *Garcia*
25 *v. San Jose Water Company*, Santa Clara County Superior Court, Case No. 22CV396328; *Ramirez v.*
26 *Partners Personnel Management Services LLC*, Los Angeles Superior Court, Case N
27 21STCV31253; *Ramirez v. Merrill Gardens LLC*, Eastern District Court of California, Case N1:22-
28 cv-00542-DAD-SAB; *Garcia v. Tri-Valley Plastering, Inc.*, Fresno County Superior Court, Case N

22CECG00591; *Garcia v. South Valley Companies, Inc.*, Kern County Superior Court, Case N
BCV-22-100465; *Morales v. Wiseguys Custom Home Theater, LLC*, San Diego Superior Court, Case
N37-2019-00070151-CU-OE-CTL.

26. Artur Tunyan is another partner and attorney at Tunyan Law, APC. He received his Juris
Doctorate from the State Yerevan University and his LL.M. from the American University of Armenia
and University of Illinois Chicago, School of Law. Prior to moving to California and starting to practice
law in California he practiced law in Armenia for about twenty-five years. He oversaw international
donor-funded projects for the judiciary and managed public-private partnership initiatives in sectors such
as energy, banking, finance, and aviation. He managed complex transactions and litigation matters for
many years.

27. My current contingent billing rate is consistent with my practice area, legal market and
accepted hourly rates considering also that I practiced law in another country for additional 20 years
which brings a total of almost 25 years of experience practicing law. The 2025-2026 Adjusted Laffey
Matrix states that an attorney with 4 to 7 years experience can reasonably charge \$625 per hour. See
<http://www.laffeymatrix.com/see.html>.

REASONABLENESS OF THE REQUESTED FEE AWARD

28. When this case was taken on a contingent fee basis, with the firm agreeing to assume
responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation,
Tunyan Law, APC, paid filing fees, Westlaw fees, mailing, telephone and express mail charges, expert
and mediation fees. There was never a guarantee that Tunyan Law, APC, would recoup those
expenditures. The firm took on this case, which necessarily required the firm to forego other
opportunities, given finite resources to devote to cases.

29. Because of the uncertainty of the outcome in this and other wage and hour litigation
undertaken by Tunyan Law, APC, we took this case with the expectation that a risk enhancement, either
in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
available if we prevailed.

30. Class Counsel's experience in employment class actions was integral in evaluating the
strengths and weaknesses of the case against Defendants and the reasonableness of the settlement.

Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation.

31. In the six and a half years, I have settled many wage-and-hour class and PAGA actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been my experience, that attorney fee awards of one-third of a common settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek no more than one third of the settlement amount in fees. This is consistent with common practice, consistent with Ninth Circuit practice, consistent with California law approving the percentage of the fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals performing work for Plaintiff before and after the filing of this matter. That work includes:

- (a) Numerous interviews with Plaintiff, and review of documents provided by Plaintiff;
- (a) Investigation of the matter and exploring the corporate structure of Defendants;
- (b) Legal research regarding the claims in this action;
- (c) Legal research and investigation regarding the Defendants' practices at numerous points in the litigation;
- (d) Preparation of multiple drafts of the original class action complaint and finalization and filing of the original class action complaint;
- (e) Review of an amended complaint that added Plaintiff's PAGA claim, and finalization of that complaint;
- (f) Drafting joint statements and joint stipulations;
- (g) Review of payroll and time data;
- (h) Extensive "meet and confer" efforts with Defendants' counsel regarding the sample size and to obtain relevant documents and information through informal discovery;

- (i) Analysis of the audit results and preparation of a damages model with the aid of a statistics expert;
- (j) Research and preparation of the mediation brief;
- (k) Attendance at mediation;
- (l) Communicating with Plaintiff who requested updates or other information regarding this matter;
- (m) Drafting, negotiating, and reviewing multiple drafts of the Settlement and attachments; and
- (n) Preparation of the initial motion for preliminary approval and multiple revisions thereafter.

32. I anticipate that Class Counsel will spend an additional 30-35 hours on this matter, appearing at the hearing of preliminary approval, answering class member calls, working with the administrator to finalize documents in mailing format, conferring with counsel over any notice issues, drafting the final approval motion and motion for fees and costs, appearing at the final approval hearing, and resolving any post-approval issues that may arise, and appearing at a final accounting hearing. Class Counsel has also incurred costs in this matter that will be detailed at the time final approval is sought. Class Counsel has agreed to a cap on recoverable costs of \$14,000, and if total incurred costs exceed the cap, Class Counsel will request no more than the agreed-upon cap.

THE CONTRIBUTION OF PLAINTIFF AND THE REASONABLENESS OF THE REQUESTED
SERVICE PAYMENT

33. Here, Plaintiff seeks a Service Payment of up to **\$5,000.00**. This amount is very reasonable given the risks undertaken by Plaintiff for involvement in the Action. Taking the risk of filing a lawsuit against an employer deserves recognition, especially in light of the settlement achieved by Plaintiff. Additionally, Plaintiff was actively involved in the litigation and settlement negotiations of this Action, expending considerable effort in advancing the interests of the Class. Plaintiff provided information to counsel before the filing of this matter; assisted with informal discovery, the settlement process (which included conferring with counsel during the preparation of Plaintiff's mediation brief); and, regularly conferred with counsel regarding the case whenever questions arose. I estimate that

1 Plaintiff contributed dozens of hours of time to the prosecution of this matter. Plaintiff's declaration also
2 confirms that Plaintiff was an active participant in the filing and settlement of this case. The enhancement
3 also recognizes the considerable risks Plaintiff undertook on behalf of the Class as well as the personal
4 risk of facing intrusive discovery and potential disclosure to future employers that Plaintiff sued a former
5 employer, making future employment prospects uncertain and that Plaintiff releases claims beyond
6 wage-and-hour claims released by Class Members.

7 THE SETTLEMENT ADMINISTRATOR

8 34. **CMO ¶¶ G (3) (d) (i)** The parties have agreed that administration will be handled by a
9 third-party administrator. In counsel's experience as class counsel in similar wage-and-hour actions with
10 a similar number of employees, Phoenix Class Action Administration Solutions is fully capable of
11 administering the Settlement at a competitive and reasonable cost and should be approved by the Court
12 to administer the Settlement notice process. Phoenix Class Action Administration Solutions was selected
13 because it submitted a low bid in the amount of not-exceed bid of **\$5,000.00** for administration services.
14 After obtaining competing bids from four potential settlement administrators (CPT Group class action
15 administrators, APEX Class Action Administration and Phoenix Class Action Administration Solutions)
16 ranging from \$5,000.00 to \$7,500.00, the Parties have agreed to retain Phoenix Class Action
17 Administration Solutions ("Settlement Administrator"), which quoted **\$5,000.00** flat fee, to handle the
18 notice and settlement administration process. The Parties respectfully request that the Court appoint
19 Phoenix Class Action Administration Solutions to handle these procedures and serve as the Settlement
20 Administrator. Within 15 calendar days from the date of preliminary approval of this Settlement by the
21 Court, Defendants shall provide to the Settlement Administrator a class database containing the
22 following information for each Class Member: (1) name; (2) last known address; (3) social security
23 number; and (4) dates of employment at Defendants' location in California. This database shall be based
24 on Defendants' payroll and other business records and shall be provided in a format acceptable to the
25 Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to the
26 production date to ensure that the format will be acceptable to the Settlement Administrator. The
27 Settlement Administrator will run a check of the Class Members' addresses against those on file with the
28 U.S. Postal Service's National Change of Address List; this check will be performed only once per Class

1 Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or
2 Court order, the Settlement Administrator will keep this database confidential and secure and use it only
3 for the purposes described herein, and will return this database to Defendants upon final approval of the
4 settlement or destroy electronic records containing the database after the Settlement is final and all
5 payments are distributed as required under this Agreement. Within 14 calendar days after the Class
6 database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices
7 to the Class Members by First Class United States mail. Notices returned to the Settlement Administrator
8 as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if
9 any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any
10 time that a forwarding address is provided with the returned mail. If there is no forwarding address, the
11 Settlement Administrator will do a computer search for a new address using the Class Member's social
12 security number or other information. In any instance where a Notice is re-mailed, that Class Member
13 will have until the extended Response Deadline as described above. A letter prepared by the Settlement
14 Administrator will be included in the re-mailed Notice in that instance, stating the extended Response
15 Deadline if different than the original Response Deadline. Upon completion of these steps by the
16 Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied
17 their obligations to provide the Notice to the affected Class Member. The affected Class Member shall
18 remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the
19 Court's Final Order and Final Judgment. within fourteen (14) calendar days of receipt of the Gross
20 Settlement Amount from Defendants, the Settlement Administrator will issue and send out the
21 Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be as
22 set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement
23 Administrator's performance of its duties shall be referred to the Court, if necessary, which will have
24 continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations
25 contemplated by this Settlement have been fully carried out. Within fourteen (14) calendar days of
26 receipt of the Gross Settlement Amount from Defendants the Settlement Administrator will also
27 distribute the Service Payment to Plaintiff, attorney's fees and costs to Class counsel, PAGA penalty
28 payment to LWDA and the Settlement Administrator's fees. The Settlement Administrator will post the

1 court orders granting preliminary and final approval of the Settlement and final judgment approving the
2 Settlement on the Settlement Administrator’s website for a period of not less than 90 calendar days after
3 the final judgment is entered. The address of that website will be included in the Notice.

4 35. I confirm that the parties have selected Phoenix Class Action Administration Solutions as
5 a Settlement Administrator with whom I or any other member of our law firm have no financial interest
6 or other relationship that could create a conflict of interest.

7 CLASS CERTIFICATION

8 36. The class is ascertainable by objective criteria. The Class Members are: All current and
9 former non-exempt employees of Defendant Road Warrior Staffing, Inc. who were placed to work for
10 Defendant Performance Team Logistics LLC in the State of California at any time during the Class
11 Period (the “Class Period” is from September 19, 2021 through the date the Court grants preliminary
12 approval of this settlement or 60 days from July 22, 2026, whichever is earlier). “Settlement Class
13 Members” are those Class Members who do not submit timely exclusion requests to the Settlement
14 Administrator. (Settlement, ¶¶ 3-4.)

15 37. The class is sufficiently numerous. Based upon Defendants’ records, Defendants
16 represented that there are approximately 54 Class Members as of the date of mediation. Plaintiff’s
17 counsel believes that the data is reliable.

18 38. Plaintiff is typical of the Class. Plaintiff was an employee of Defendants. Plaintiff
19 worked during the class period. Plaintiff’s claims are typical of the claims of the Class proposed in this
20 settlement. Like other class members, Plaintiff experienced work under policies and procedures
21 impacting wage and hour compliance. No unique defenses applicable to Plaintiff have been identified
22 that do not also exist as to other Class Members.

23 39. Common *issues* exist. Here, Class Members have shared a common interest in
24 determining whether Defendants violated wage and hour requirements under state and related federal
25 law, including the following issues: i. Whether or not Defendants paid proper wages to the Class; ii.
26 Whether or not Defendants provided meal periods to the Class; iii. Whether or not Defendants provided
27 rest periods to the Class; iv. Whether or not Defendants paid compensation timely upon separation of
28 employment to former Class Members; v. Whether or not Defendants paid compensation timely

1 throughout Class Members' employment; vi. Whether or not Defendants provided accurate itemized
2 wage statements to the Class; vii. Whether or not waiting-time penalties are available to the Class for
3 violation of California Labor Code § 203; viii. Whether or not Defendants reimbursed for necessary
4 business expenses pursuant to California Labor Code § 2802; ix. Whether or not Defendants engaged in
5 unlawful or unfair business practices affecting the Class in violation of California Business and
6 Professions Code §§ 17200-17208; and x. Whether or not Plaintiff and the Class are entitled to
7 penalties pursuant to PAGA.

8 40. From our review of the documentation provided, we determined that for purposes of
9 these claims, Defendants' policies and practices are either identical, or sufficiently similar, to raise the
10 same questions of liability, and applied to all Class Members. Because Class Members would have to
11 prove the same issues of law and fact to prevail, and because their potential legal remedies are identical,
12 it would be preferable to resolve all Class Members' claims by means of the Settlement than to require
13 each Class Member to litigate his or her individual claims. Therefore, common questions predominate
14 over any questions that may be unique to individual Class Members, and class-wide settlement is
15 superior to any other method of resolution.

16 41. My Declaration, in Paragraphs above, summarizes the firm's experience that establishes
17 its adequacy to represent the Class. Plaintiff's counsel has no known conflicts of interest with absent
18 Class Members. Plaintiff has demonstrated, through participation in this action, a willingness to serve
19 as a representative for the Class. Plaintiff has no known conflicts of interest with absent Class
20 Members and has agreed to place the class's interests above Plaintiff's own. Plaintiff's actions also
21 demonstrate adequacy.

22 42. By consolidating all of these potential individual actions into one proceeding, this
23 Court's use of the class action device enables it to manage this litigation in a manner that serves the
24 economics of time, effort and expense for the litigants and the judicial system. Absent class treatment,
25 similarly-situated employees with small but potentially meritorious claims for damages would, as a
26 practical matter, have no means of redress because of the time, effort and expense required to prosecute
27 individual actions. Moreover, in the context of settlement, superiority concerns are almost non-
28 existent, since case management is controlled and a methodology for trial need not be identified.

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44. Attached hereto as **Exhibit “2”** is a true and correct copy of the submission of the settlement to the Department of Industrial Relations, through its online submission portal.

45. Counsel for Plaintiff provided notice of the requested approval of the PAGA settlement through the online submission portal.

Thurs

Case No.: CVRI2505366 Page 33 *Hockley v. Road Warrior Staffing, Inc., et al*

DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Exhibit “1”

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Attorneys for Defendant ROAD WARRIOR STAFFING, INC.

[additional counsel listed on following page]

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

ANTOWINE HOCKLEY, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

ROAD WARRIOR STAFFING, INC., a
California Corporation; PERFORMANCE TEAM
LOGISTICS LLC; a Delaware Limited Liability
Company; and DOES 1 through 50, inclusive

Defendants.

Case No.: CVRI2505366

[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: September 19, 2025
Trial: Not Set

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10 Attorneys for Defendant
11 PERFORMANCE TEAM LOGISTICS LLC
12 (now known as MAERSK LOGISTICS & SERVICES
13 USA INC.)
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**JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

This Joint Stipulation of Class and PAGA Representative Action Settlement (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiff ANTOWINE HOCKLEY, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representative”), and Defendants ROAD WARRIOR STAFFING, INC. and PERFORMANCE TEAM LOGISTICS LLC (now known as MAERSK LOGISTICS & SERVICES USA INC.”) (“Defendants”). Plaintiff and Defendants are collectively referred to herein as “the Parties.”

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. For purposes of this Settlement, “Complaint” refers to the operative complaint, which is the First Amended Complaint.

2. For purposes of this Settlement, this matter, entitled *Hockley v. Road Warrior Staffing, Inc., et al.*, Case No. CVRI2505366, is referred to herein as the “Action.”

3. For purposes of this Settlement, the “Class Period” is from September 19, 2021 through the date the Court grants preliminary approval of this settlement or 60 days from July 22, 2026, whichever is earlier.

4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All current and former non-exempt employees of Defendant Road Warrior Staffing, Inc. who were placed to work for Defendant Performance Team Logistics LLC in the State of California at any time during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. Defendants’ best estimate is that the Class included approximately 54 individuals.

5. For purposes of this Settlement, “Class Counsel” means TUNYAN LAW, APC.

6. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a Class Member worked for Defendant Performance Team Logistics LLC in California during the Class Period.

7. For purposes of the Settlement, “Defendants’ Counsel” means GREENBERG TRAURIG, LLP and KOREY LAW LLP.

8. For purposes of this Settlement, "PAGA Allocation" means the amount that the Parties have agreed to allocate to resolution of the claim for violation of the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that the PAGA Allocation will be \$5,000.00 from the Gross Settlement Amount. Pursuant to PAGA, Sixty- Five Percent (65%), or \$3,250.00, of the PAGA Allocation will be paid to the LWDA ("PAGA Penalty Payment"), and Thirty- Five Percent (35%), or \$1,750.00, of the PAGA Allocation will be included in the Net Settlement Amount for PAGA Employees ("PAGA Settlement Payment").

9. For purposes of this Settlement, "PAGA Period" means the period between September 19, 2024 through the date the Court grants preliminary approval of this settlement or 60 days from July 22, 2026, whichever is earlier.

10. For purposes of this Settlement, "PAGA Employees" means all current and former non-exempt employees of Defendant Road Warrior Staffing, Inc. who were placed to work for Defendant Performance Team Logistics LLC in the State of California at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Employees are "aggrieved employees" as defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement of the PAGA claim.

11. For purposes of this Settlement, "PAGA Pay Periods" means the number of pay periods each PAGA Employee worked for Defendant Performance Team Logistics LLC in California during the PAGA Period.

12. For purposes of this Settlement, "PAGA Representative" means Plaintiff.

13. For purposes of this Settlement, "Response Deadline" means forty-five (45) days after the Settlement Administrator initially mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of forty-five (45) calendar days after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

14. For purposes of this Settlement, "Settlement Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

15. For purposes of this Settlement, “Settlement Payments” means all of the payments to Settlement Class Members (the “Settlement Class Payments”) and all of the payments to the PAGA Employees (the “PAGA Settlement Payments”).

STIPULATED BACKGROUND

16. On September 19, 2025, Plaintiff filed a putative class action alleging the following labelled causes of action: (1) failure to pay all wages and sick pay; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to keep accurate itemized wage statements; (5) failure to pay wages upon termination of employment; (6) failure to reimburse for necessary expenditures; (7) Unfair Business Practices. On December 1, 2025, Plaintiff filed his First Amended Complaint adding the eighth case of action for civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”) (the “Operative Complaint.”).

17. The parties agree that Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”) by submission of the notice and the amended notice to the LWDA and Defendants on September 19, 2025 and September 23, 2025.

18. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have been met and are met.

19. Should, for whatever reason, the Settlement not become effective, class certification as part of the Settlement shall have no bearing on and shall not be admissible in connection with whether the Class Members and/or the class claims should be certified in a non-settlement context in this Action or in any other lawsuit. Defendants expressly reserve their right to oppose class certification in this or any other action should this Settlement not become effective.

20. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Operative Complaint, and Defendants further deny that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendants contend, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission.

Furthermore, with respect to all claims, Defendants contend that they have complied at all times with the California Business and Professions Code.

21. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Operative Complaint.

22. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class and PAGA claims against Defendants. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class and PAGA employees in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate issues.

23. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

24. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

25. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

- (a) It is agreed by and among the Settlement Class, PAGA Employees, and Defendants that this case and any claims, damages, or causes of action arising out of the disputes which are the subject of this case, be settled and compromised as between the Settlement Class, PAGA Employees, and Defendants, subject to the terms and conditions set forth in this Settlement and the approval of the Court.
- (b) Effective Date: "Effective Date" means the later of: (i) the sixty-fifth (65th) day after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, provided no appeal has been initiated and no motion to vacate, motion to intervene, motion to reconsider, or other

challenge to Settlement approval has been filed; or (ii) if such an appeal or motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval, fifteen (15) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

- (c) Gross Settlement Amount: Defendants' maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiff, the costs of settlement administration, the PAGA Allocation is Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.
- (d) Escalator Clause: Defendants represented that as of June 30, 2026 the number of workweeks worked by Class Members is estimated to be 1,129. The parties stipulate to a 10% escalation of the estimated workweeks and pay periods without any increase to the Gross Settlement Amount. If the number of Covered Workweeks during the Class Period exceeds 10% of the estimated workweeks (i.e., exceeds 1,242 workweeks), Defendants shall increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of workweeks in excess of 1,242 workweeks. For example, if there is a 1% increase over 10% (over 1,242 workweeks) then the Gross Settlement Amount increases by 1% (the "Escalator Clause").
- (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendants.
- (f) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.

(g) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$65,000.00) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, or \$21,666.67); (2) reasonable litigation costs (not to exceed \$14,000.00); (3) the Service Payment to Plaintiff in the amount of \$5,000.00; (4) the PAGA Penalty Payment to LWDA in the amount of \$3,250.00; and (5) costs of settlement administration (estimated not to exceed \$5,000.00). Settlement Payments to the Class Members and PAGA Employees will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes or as modified under the Escalator Clause, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendants' employer share of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendants in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member (i.e., those Class Members who do not opt out of the Class Settlement, as defined above) will be paid a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments to PAGA Employees totalling \$1,750.00, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks

employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: [Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net Settlement Amount – all PAGA Settlement Payments] = individual Settlement Payment for a Settlement Class Member. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members.

(j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment to Employees, i.e. \$1,750.00] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 20% to wages, 80% to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees will be

entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendants's FICA and FUTA contributions, based on the payment of claims to the Class Members. IRS Forms 1099 will be issued to each Class Member reflecting the payments for penalties and interest. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Class Member with respect to such payments. All PAGA Settlement Payments will be allocated as 100% penalties.

(l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not object to Class Counsel's application for attorney's fees not to exceed 33 and 1/3%

of the Gross Settlement Amount (\$21,666.67) and reimbursement of litigation costs and expenses not to exceed \$14,000.00. Approved attorney's fees and litigation costs shall be paid at the same time Settlement Payments issue to the Settlement Class.

(n) Service Payment: Subject to Court approval, and in exchange for a general release, Defendants will not object to Class Counsel's application for a payment of \$5,000.00 to Plaintiff for service as a Class Representative ("Service Payment"). It is understood that the Service Payment is in addition to the individual Settlement Payment to which a Class Representative is entitled along with the other Class Members. In exchange, Plaintiff has agreed to release all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof ("Plaintiff's Released Claims"). Plaintiff and Defendants both stipulate and agree that each of them have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other provision under federal or state law, which provides:

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

The Parties understand that the General Release does not release any claims that they cannot lawfully release. It is also understood and agreed by Defendants that by this release Plaintiff is not waiving unemployment and/or any state disability insurance benefits pursuant to the terms of applicable state law,

workers' compensation claims, any rights which are not subject to waiver as a matter of law.

(o) Defendants or the Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees not to opt out or object to the Service Payment as the Class Representative.

(p) Settlement Administrator: The Settlement Administrator will be Phoenix Class Action Administration Solutions. Settlement Administration Costs are estimated not to exceed \$5,000. Phoenix Class Action Administration Solutions' low bid for settlement administration services in the amount of \$5,000.00 was selected as the lowest bid from a competitive bidding process.

(q) Funding of Settlement Account: Defendants will fund the settlement account and distribute Gross Settlement Amount to the Settlement Administrator within five (5) days of the Effective Date.

(r) Distribution and Mailing of Settlement Payments: The Settlement Administrator shall mail the Settlement Payments to the Class Members within fourteen (14) calendar days of receipt from Defendants of the Gross Settlement Amount and employer share of taxes, provided that the Settlement Administrator has delivered to the Parties an accounting of the amounts to be paid by Defendants pursuant to the terms of this Settlement.

(s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement ("Notice"). For each Class Member, there will be pre-printed information on the mailed Notice, based on Defendants' records, stating the Class Member's Covered Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA

Settlement Payment that will be distributed irrespective of any exclusion request.

The pre-printed information based on Defendants' records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Notice as to his or her Covered Workweeks during the Class Period. Class Members must submit any dispute regarding the information on the Notice as to his or her Covered Workweeks within the Response Deadline.

(t) Settlement Notice Language: The Notice will issue in English and Spanish.

(u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

Class Members submitting a request for exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of the PAGA Claim. Plaintiff shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiff files the motion for preliminary approval.

(v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of Defendants' records used to calculate Covered Workweeks, the Parties' counsel and the Settlement Administrator will review Defendants' records and any information or documents submitted by the Class Member in an attempt to resolve the dispute informally. If the dispute cannot be resolved informally by the Parties' counsel and the Settlement Administrator, the dispute, and all documents pertaining to the dispute, will be submitted to the Court for final resolution. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by returning a

request for exclusion to the Settlement Administrator within the Response Deadline. The form of Request for Exclusion that will accompany the Notice is attached hereto as **Exhibit "C."** The Request for Exclusion form accompanying the Notice will be pre-printed with the Class Member's name and address to facilitate identification by the Settlement Administrator. The Class Member must sign the Request for Exclusion Notice and include the last four digits of their social security number to confirm identity or Employee ID. If the Class Member does not have a social security number and Employee ID, the Class Member must contact the Settlement Administrator to arrange for an alternative method of verifying identity. The Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment other than as it applies to the PAGA Claim.

(x) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may (1) appear in person (including through an audio or video call appearance as allowed by the Court) at the Final Approval Hearing to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator in the form attached hereto as **Exhibit "D"**. If any Class Member chooses to submit a written objection not in the form attached hereto as **Exhibit "D"**, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the

signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who does not object prior to or at the Final Approval Hearing, will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the objecting Class Member does not formally intervene in the action or move to set aside any judgment and/or the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendants' Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the final approval hearing, file responses to any written objections submitted to the Court.

- (y) Notice to LWDA: Plaintiff will provide notice of the settlement and submit Settlement Agreement to the LWDA on or before the date Plaintiff files the motion seeking preliminary approval pursuant to Cal. Lab. Code 2699(1)(2), (1)(4) and provide proof of submission to the court.

THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

26. Subject to the Court's approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of Phoenix Class Action

Administration Solutions to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice, both in English and Spanish, to the Class Members.

27. The Settlement Administrator will independently review the Covered Workweeks attributed to each Class Member and will calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement Class Member in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendants's records in order to perform its duties.

28. The Settlement Administrator will promptly review on a rolling basis the Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defendants' Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

29. In accordance with the terms of this Settlement, and within fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendants the Settlement Administrator will also distribute the Service Payment to Plaintiff, attorney's fees and costs to Class counsel, PAGA penalty payment to LWDA and the Settlement Administrator's fees.

30. The Settlement Administrator will post the court orders granting preliminary and final approval of the Settlement and final judgment approving the Settlement on the Settlement Administrator's website for a period of not less than 90 calendar days after the final judgment is entered. The address of that website will be included in the Notice.

ATTORNEY'S FEES AND COSTS

31. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiff, and subject to approval by the Court, Defendants will not object to Class Counsel's application for attorney's fees not to exceed 33 and 1/3% of the Gross Settlement Amount (\$21,666.67) and litigation costs not to exceed \$14,000.00. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement.

THE NOTICE PROCESS

32. A Notice in approximately the form attached hereto as **Exhibit "B"**, the Request for Exclusion in approximately the form attached hereto as **Exhibit "C"** and the Objection Form in approximately the form attached hereto as **Exhibit "D"** (referred to jointly below as the "Notice packet") and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice packet shall be translated into Spanish so that Spanish and English language versions of the Notice packet are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

- (a) Within 15 calendar days from the date of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (4) dates of employment. This database shall be based on Defendants' payroll and other business records and shall be provided in a format acceptable to the Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List; this check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for

the Parties or Court order, the Settlement Administrator will keep this database confidential and secure and use it only for the purposes described herein and will destroy electronic records containing the database after the Settlement is final and all payments are distributed as required under this Agreement. However, Plaintiff's Counsel shall be entitled to review anonymized data showing the workweeks worked by each Class Member, with Class Member identity concealed through use of an employee number or number assigned by the Settlement Administrator.

(b) Within 14 calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

(c) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended Response Deadline if different than the original Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

(d) Class Counsel shall provide to the Court, at least sixteen court days prior to the

final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

33. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

34. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

35. Funds from unclaimed, uncashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be redistributed to those class members who have cashed their checks. Funds from unclaimed, uncashed or abandoned Settlement Payment checks, which were redistributed to those class members who have cashed their checks, based on a 180-day void date, shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Employee thereby leaving no "unclaimed residue" subject to the requirements of California Code of Civil Procedure section 384(b). In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement.

36. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and

Defendants' Counsel and filed with the Court by Class Counsel.

RELEASE BY THE CLASS

37. Upon the final approval by the Court of this Settlement and Defendants' payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

- (a) **Identity of Released Parties.** The released parties are Defendants and each of its officers, directors, employees and agents (collectively "Releasees").
- (b) **Date Release Becomes Effective.** The Released Class Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants' obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Class Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendants have paid all amounts owing under the Settlement.
- (c) **Claims Released by Settlement Class Members.** Each and every Class Member, himself and each of their heirs, assigns and successors, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:
 - 1) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint in the Action ("Released Class Claims"),
 - 2) Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA attached as **Exhibit A** upon the Effective Date and full funding of the Gross Settlement amount ("Released

PAGA Claims”). To the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

38. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff’s unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class and PAGA Representative Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney’s fees and costs, and the Class Representative’s service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement, including Class and PAGA claims, subject only to the objections of Class Members as to the Class Settlement and final review by the Court;
- (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing Phoenix Class Action Administration Solutions as the Settlement Administrator and order the Settlement Administrator to issue Notices as outlined

above.

39. Defendants and their counsel agree to cooperate to obtain approval of the Settlement, pursuant to the terms set forth herein.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

40. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendants' Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representative;
- (d) Approving the Payment to the Settlement Administrator;
- (e) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (f) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (g) Entering a final judgment in the action as to all PAGA and Class Claims and related issues;
- (h) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (i) Directing the posting of the settlement documents provided in Paragraph 30 and final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

Any revised final judgments will also be provided to Defendants' Counsel for review and approval before they are submitted to the Court.

NULLIFICATION AND TERMINATION

41. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payment or settlement money distribution terms; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

42. If 10% or more of the Class Members opt out of this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendants' Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, no later than fifteen (15) days prior to the date of the Final Approval Hearing. If this option is exercised by Defendants, Defendants shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

43. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

AMENDED JUDGMENT

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

PARTIES' AUTHORITY

45. The signatories hereto hereby represent that they are fully authorized to enter into this

Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

46. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

47. The Parties and their respective 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 rights herein released and discharged except as set forth herein.

NO ADMISSION OF LIABILITY

48. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Defendants deny all the claims and contentions alleged by the Plaintiff in this case. The Defendants have entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

49. The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Action over all parties and the Class Members to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement 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 successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

50. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel:

Lilit Tunyan
ltunyan@tunyanlaw.com
 Artur Tunyan
atunyan@tunyanlaw.com
TUNYAN LAW, APC
 535 N. Brand Blvd., Suite 285
 Glendale, California 91203
 Telephone: (323) 410-5050

Counsel for Defendants:

Ronald Gomez
rgomez@koreylaw.com
 Victor Russame
vrussame@koreylaw.com
KOREY LAW LLP
 835 Wilshire Blvd., 5th Floor
 Los Angeles, CA 90017-5689
 Telephone: 213-271-2717
 Facsimile: 213-221-4739

Mark D. Kemple (SBN CA 145219)
kemplem@gtlaw.com
 Michael A. Wertheim (SBN CA 291228)
Michael.Wertheim@gtlaw.com
GREENBERG TRAURIG, LLP
 1840 Century Park East, Suite 1900
 Los Angeles, California 90067-2121
 Telephone: 310-586-7700
 Facsimile: 310-586-7800

Joseph M. Dietrich (SBN CA 328296)
Joe.Dietrich@gtlaw.com
GREENBERG TRAURIG, LLP
 18565 Jamboree Road, Suite 500
 Irvine, California 92612
 Telephone: 949.732.6500
 Facsimile: 949.732.6501

CONSTRUCTION

51. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed

in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

52. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

53. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

54. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

55. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees.

BINDING ON ASSIGNS

56. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

APPLICABLE LAW

57. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

CLASS COUNSEL SIGNATORIES

58. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice will advise all Class

Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

59. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

CONFIDENTIALITY & PUBLIC COMMENT

60. The Class Representative and Class Counsel shall only disclose matters of public record other than to Class Members, who may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members who are allowed to discuss the terms or the fact of the settlement with their immediate family members, their respective accountants or lawyers as necessary for tax purposes; or other Class Members, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings.

FINAL JUDGMENT

61. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated: 9/14/2026 | 3:01 PM PDT

By:

DocuSigned by:

Antowine Deshaun Hockley

320F287CAF6E41.d.

ANTOWINE HOCKLEY

Plaintiff's Counsel:

Dated: 9/14/2026 | 3:04 PM PDT

TUNYAN LAW, APC

By: _____

DocuSigned by:
Lilit Tunyan
C1FFE94AA91E49A

Lilit Tunyan
Artur Tunyan

Attorneys for Plaintiff ANTOWINE HOCKLEY

Defendants:

Dated: 18/09/2026

ROAD WARRIOR STAFFING, INC.

By: Sarah Cullins

Print Name

S. Cullins

Signature

President

Title

Dated: September 21, 2026

PERFORMANCE TEAM LOGISTICS LLC

By: Michael Scott

Print Name

Michael Scott

Signature

Head of US Labor & Employment

Title

Defendant's Counsel:

Dated: 09/18/2026

KOREY LAW LLP

By: _____

Ronald Gomez
Victor Russame

Attorneys for Defendant ROAD WARRIOR
STAFFING, INC.

1 **Defendant's Counsel:**

2 Dated: 9/21/26

GREENBERG TRAURIG, LLP

3
4 By: 
5 Mark D. Kemple
6 Michael A. Wertheim

7 Attorneys for Defendant PERFORMANCE
8 TEAM LOGISTICS LLC (now known at
9 MAERSK LOGISTICS & SERVICES USA INC.)
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Exhibit “A”



535 N. Brand Blvd., Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

September 19, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
CT Corporation System
Agent for Service of Process for
Performance Team Logistics LLC
330 N. Brand Boulevard
Glendale, CA 92392

VIA ONLINE SUBMISSION

Department of Industrial Relations
Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

VIA CERTIFIED MAIL

Return Receipt Requested
Performance Team Logistics LLC
180 Park Avenue
Florham Park, NJ 07932

VIA CERTIFIED MAIL

Return Receipt Requested
Tacsis Law APC
Attn: John Scott Manzano
Kent Limson
Agent for Service of Process for
Road Warrior Staffing, Inc.
3424 W. Carson Street, Suite 600
Torrance, CA 90503

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Hockley v. Road Warrior Staffing, et al.*

To Whom It May Concern:

Please be advised that my office has been retained by Antowine Hockley ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employers Road Warrior Staffing, Inc. and Performance Team Logistics LLC ("Defendants"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants' aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendants as a driver from August 2024 to September 15, 2025, within the state of California, including in Riverside County. Defendants classified Plaintiff as non-exempt from overtime. Plaintiff typically worked 5-6 days per week, and over 10-12 hours each workday.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendants, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate

the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendants put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendants to place those individuals on notice if Defendants voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even

though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute.

Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to send and respond to work-related messages and calls and receive work instructions after their scheduled shifts. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendants to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees did not have scheduled meal periods, did not record meal periods and regularly missed first, second and third meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual

and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendants failed to keep records of the start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 1 l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendants' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and Aggrieved Employees did not have scheduled rest periods and regularly missed first, second,

third and fourth rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendants to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have

also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendants' failure to keep accurate and complete payroll records for Plaintiff and the Aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their personal cell phones to record their time using an application on their phone and to send and respond to work-related messages and work instructions but were not reimbursed for the reasonable portion of their cell phone bills.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and some Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of

their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

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

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods

that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and the Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave
(Violations of Labor Code §§ 245-248.5)**

Throughout the relevant time period, Defendants failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendants failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendants further failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved employees with a Labor Code § 226 wage statement, or separate writing containing the correct amount of paid sick leave available, at the time it pays wages.

Defendants unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of Defendants' failure to properly institute a paid sick leave program.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to

Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Provide a Place of Employment That Is Safe and Healthful

Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Labor Code §6402, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and §6401.7 requires employers to implement injury prevention programs. §6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

Defendants failed to provide suitable bathroom facilities to Plaintiff and the Aggrieved Employees working as drivers. As a result, the Aggrieved Employees working in the field as drivers relieved themselves in water bottles and other items that are unsanitary replacements for required bathrooms. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Defendants' facility, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. Defendants are liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids. These same standards apply to areas in the workplace outside the bathroom. They must be free of effluvia, urine, and other bodily fluids and waste.

Labor Code §2350 requires “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Defendants violated §2350 by failing to provide bathrooms for employees necessitating that they relieve themselves in containers not meant for the purpose, including water bottles.

Defendants further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, Defendants failed to meet minimum standards for bathrooms. When the Aggrieved Employees began to relieve themselves in containers, Defendants failed to provide proper mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and unhealthful work conditions.

Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide bathroom facilities.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendants’ violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code

§§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 et seq., 8 CCR 3202, 3457 and all applicable Wage Orders.

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

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2), 6423, 6427, 6428, 6429.

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Lilit Tunyan", with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC



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Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

September 23, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested
CT Corporation System
Agent for Service of Process for
Performance Team Logistics LLC
330 N. Brand Boulevard
Glendale, CA 91203

VIA ONLINE SUBMISSION

Department of Industrial Relations
Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

VIA CERTIFIED MAIL

Return Receipt Requested
Performance Team Logistics LLC
180 Park Avenue
Florham Park, NJ 07932

VIA CERTIFIED MAIL

Return Receipt Requested
Taccis Law APC
Attn: John Scott Manzano
Kent Limson
Agent for Service of Process for
Road Warrior Staffing, Inc.
3424 W. Carson Street, Suite 600
Torrance, CA 90503

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Hockley v. Road Warrior Staffing, et al.*

To Whom It May Concern:

Please be advised that my office has been retained by Antowine Hockley ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employers Road Warrior Staffing, Inc. and Performance Team Logistics LLC ("Defendants"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants' aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendants as a driver from August 2024 to September 15, 2025, within the state of California, including in Riverside County. Defendants classified Plaintiff as non-exempt from overtime. Plaintiff typically worked 5-6 days per week, and over 10-12 hours each workday. Plaintiff's employment mostly constituted travel. During his employment with Defendants Plaintiff regularly started his work shift by picking up the working truck from Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752. After picking up the truck Plaintiff regularly drove to the warehouse located at 11905 Landon Drive, Mira Loma, CA 91752 to pick up packages for delivery. During his employment with Defendants, after picking up the packages for delivery Plaintiff regularly drove to Marshalls stores located at 741 West 2nd Street, San Bernardino, CA 92410; 150 West Foothill Blvd., Upland, CA 91786; and 3833 Grand Avenue, Chino, CA 91710 to deliver the packages. At the end of his shift Plaintiff regularly dropped off the working truck at Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Individual Liability Under Labor Code § 558.1

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

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

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

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code § 1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute.

Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated as they were required to send and respond to work-related messages and calls and receive work instructions after their scheduled shifts. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendants to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the

Aggrieved Employees did not have scheduled meal periods, did not record meal periods and regularly missed first, second and third meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendants' failure to provide lawful meal periods, Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendants failed to keep records of the start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendants' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is

entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and Aggrieved Employees did not have scheduled rest periods and regularly missed first, second, third and fourth rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendants to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendants' failure to keep accurate and complete payroll records for Plaintiff and the Aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendants to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their personal cell phones to record their time using an application on their phone and to send and respond to work-related messages and work instructions but were not reimbursed for the reasonable portion of their cell phone bills.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an

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

Within the applicable statute of limitations, the employment of Plaintiff and some Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

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

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and the Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all

wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Throughout the relevant time period, Defendants failed to provide proper paid sick leave to Plaintiff and the Aggrieved Employees. Defendants improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendants failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendants further failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved employees with a Labor Code § 226 wage statement, or separate writing containing the correct amount of paid sick leave available, at the time it pays wages.

Defendants unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of Defendants' failure to properly institute a paid sick leave program.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Failure to Provide a Place of Employment That Is Safe and Healthful

Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Labor Code §6402, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and §6401.7 requires employers to implement injury prevention programs. §6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

During his employment with Defendants Plaintiff regularly started his work shift by picking up the working truck from Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752. After picking up the truck Plaintiff regularly drove to the warehouse located at 11905 Landon Drive, Mira Loma, CA 91752 to pick up packages for delivery. During his employment with Defendants, after picking up the packages for delivery Plaintiff regularly drove to Marshalls stores located at 741 West 2nd Street, San

Bernardino, CA 92410; 150 West Foothill Blvd., Upland, CA 91786; and 3833 Grand Avenue, Chino, CA 91710 to deliver the packages. At the end of his shift Plaintiff regularly dropped off the working truck at Defendant Performance Team Logistics LLC's corporate office located at 4155 Wineville Avenue, Mira Loma, CA 91752. Defendants failed to provide proper bathroom breaks or an opportunity to use bathroom due to the assigned tight schedule of deliveries. Defendants also failed to provide suitable bathroom facilities to Plaintiff and the Aggrieved Employees working as drivers. As a result, the Aggrieved Employees working in the field as drivers often times relieved themselves in water bottles and other items that are unsanitary replacements for required bathrooms in order to complete the deliveries timely and do not take any breaks for using a bathroom. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Defendants' facility or delivery locations, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. Defendants are liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids. These same standards apply to areas in the workplace outside the bathroom. They must be free of effluvia, urine, and other bodily fluids and waste.

Labor Code §2350 requires "[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees." Defendants violated §2350 by failing to provide bathrooms for employees necessitating that they relieve themselves in containers not meant for the purpose, including water bottles.

Defendants further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that "[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years." Labor Code §6712 requires toilets to be "serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance." Moreover, "any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation." Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, Defendants failed to meet minimum standards for bathrooms. When the Aggrieved Employees

began to relieve themselves in containers, Defendants failed to provide proper mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and unhealthful work conditions.

Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide bathroom facilities.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendants' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 et seq., 8 CCR 3202, 3457 and all applicable Wage Orders.

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

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, 2699(f)(2), 6423, 6427, 6428, 6429.

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of

additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Tunyan', with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC

Exhibit “B”

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Hockley v. Road Warrior Staffing, Inc.
Riverside County Superior Court Case No. CVRI2505366

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

IF YOU ARE OR WERE AN HOURLY EMPLOYEE OF ROAD WARRIOR STAFFING, INC. WHO WAS PLACED TO WORK FOR PERFORMANCE TEAM LOGISTICS LLC (TOGETHER WITH ROAD WARRIOR STAFFING, INC., “DEFENDANTS”) AT ANY TIME BETWEEN SEPTEMBER 19, 2021 AND -----(THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class and PAGA action lawsuit entitled *Hockley v. Road Warrior Staffing, Inc., et al.*, Riverside County Superior Court Case No. CVRI2505366 (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Complaint.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated Individual Settlement Payment is <<Estimated Payment>>, which includes your payment from the Class settlement in the estimated amount of <<Estimated Individual Settlement Class Payment>> and, because you [ARE/ARE NOT] also a member of the PAGA Employee group, your payment from the PAGA settlement in the estimated amount of <<Estimated Individual PAGA Settlement Payment>>.

A hearing concerning final approval of the proposed Settlement will be held before Hon. Harold W. Hopp, on <<FA DATE>>, at <<FA TIME>>, in Department 1 of the Riverside County Superior Court, 4050 Main Street, Riverside, CA 92501, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to pursue separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by completing and submitting the included request to be excluded (“Request for Exclusion Form”). As a result, you will not receive any benefits under the Settlement (other than based on the PAGA Claim). Request for Exclusion forms must be submitted by <<RESPONSE DEADLINE>>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator by completing and submitting the objection form (“Objection Form”), appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion form if you wish to object. <i>Written</i> objections must be submitted by <<RESPONSE DEADLINE>>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former hourly, non-exempt employees of Defendant Road Warrior Staffing, Inc. who were placed to work for Defendant Performance Team Logistics LLC in the State of California at any time during the Class Period (“Class Members”). The “Class Period” is from September 19, 2021 to -----.

All current and former non-exempt employees of Defendant Road Warrior Staffing, Inc. who were placed to work for Defendant Performance Team Logistics LLC in the State of California at any time during the PAGA Period (“PAGA Employees”). The “PAGA Period” is from September 19, 2024 to-----.

According to Defendants’ records, you are a member of the Class (“Class Member”). PAGA Employees will automatically receive their *pro rata* share of the \$1,750.00 allocated from the PAGA Allocation to PAGA Employees, cannot opt-out of the release of PAGA Claims, and will be bound by the release of the PAGA Claims even if they opt-out of the Settlement. Defendants’ records indicate you [ARE/ARE NOT] also a PAGA Employee who worked in the State of California at any time during the PAGA Period.

What is this case about?

In the Action, Plaintiff Antowine Hockley (“Plaintiff”) alleges on behalf of himself and the Class that Defendants: (1) failed to pay all wages and sick pay; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failed to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”). Plaintiff seeks among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”) claim alleged by Plaintiff allows employees to file a representative action on behalf of themselves, all other aggrieved employees, and the State of California for alleged Labor Code violations to recover civil penalties for the same Labor Code violations (not actual wage damages but civil penalties for California Labor Code violations which could have been sought by the State of California).

Defendants deny all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendants contend that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan
ltunyan@tunyanlaw.com
Artur Tunyan
atunyan@tunyanlaw.com
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Glendale, California 91203

Defendant’s Counsel

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Defendant’s Counsel

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What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$65,000.00 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff (\$5,000.00); (c) the Court-approved attorneys’ fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$21,666.67 in fees and up to \$14,000.00 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) and to PAGA Employees for alleged PAGA penalties (the “PAGA Penalty Payment”) (\$5,000.00 allocated to the PAGA settlement including 65% or \$3,250.00 to LWDA and 35% or \$1,750.00 to PAGA Employees); and (e) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (estimated to be no more than \$5,000.00).

Individual Settlement Payments. Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a share of the Net Settlement Amount, and Class Members who are also PAGA Employees will receive a share of the \$1,750.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”), regardless of whether the request exclusion from the Settlement (the total payment to a Class Member is their “Individual Settlement Payment”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Expenses, the Class Representative Service Payment, the PAGA Penalty Payment, and the Administrative Expenses. Payments by Defendants from the Net Settlement Amount will be included in the Settlement Payments to each Settlement Class Member (the “Settlement Class Payments”) and each PAGA Employee (the “PAGA Settlement Payments”).

The Settlement Class Payment shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of work weeks worked by each Settlement Class Member during the Class Period. The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$1,750.00 set aside for all PAGA Settlement Payment) × the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members.

The PAGA Settlement Payment shall be divided among all PAGA Employees on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$1,750.00 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The estimated average Settlement Share is approximately: \$[estimated average Settlement Share]
The estimated highest Settlement Share is approximately: \$[estimated average Settlement Share]
The estimated lowest Settlement Share is approximately: \$[estimated average Settlement Share]

According to Defendants’ records:

- From September 19, 2021 to ----- (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From September 19, 2024 to -----(i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks credited to you, you must submit a written letter ("Workweeks Dispute"), which must: (a) contain your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (b) contain the case name and number of the Action (*Hockley v. Road Warrior Staffing, Inc., et al*, Case No. CVR12505366); (c) contain a clear statement explaining the basis for your dispute; (d) attach any documentation that you have to support the dispute; and (e) be mailed or delivered to the Settlement Administrator, postmarked or delivered on or before [Response Deadline] at:

You must produce documentary evidence supporting your contention. Defendants' records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator and the Parties will attempt to resolve all work week disputes with you informally. If they cannot resolve your work week dispute with you informally, the dispute will be submitted by the Parties to the Court for final resolution.

Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Settlement Share is estimated to be \$ _____. The Settlement Share is subject to reduction for the employees share of taxes and withholdings with respect to the wages portion of the Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ _____.

The settlement approval process may take multiple months. Your Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages, 80% as penalties and interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendants.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be redistributed to those class members who have cashed their checks. Funds from unclaimed, uncashed or abandoned Settlement Payment checks, which were redistributed to those class members who have cashed their checks, based on a 180-day void date, shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Employee. If the monies represented by your check is sent to the California Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

The "Effective Date" of the Settlement will be the later of: (i) the sixty-fifth (65th) day after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, provided no appeal has been initiated and no motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval has been filed; or (ii) if such an appeal or motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval, fifteen (15) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their 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.

Class Counsel's Fees and Expenses, the Class Representative Service Payment, Administrative Expenses, the PAGA LWDA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$21,666.67 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$14,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Payment made to Plaintiff in the amount of \$5,000.00, for his efforts in bringing the Action on behalf of the Class and for general release of his known and unknown claims in addition to claims released by each class member. The Parties estimate the cost of administering the Settlement will not exceed \$ 5,000.00. The PAGA Penalty Payment in the amount of \$3,250.00 will also be made to the LWDA for PAGA penalties, which represents 65% of the \$5,000.00 PAGA Allocation.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendants' payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The released parties are Defendants and each of its officers, directors, employees and agents (collectively "Releasees").

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants' obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendants have paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself or herself and their successors, assigns, and/or agents, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) 1) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint in the Action ("Released Claims"),

2) Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA attached to the Settlement Agreement upon the Effective Date and full funding of the Gross Settlement amount ("Released PAGA Claims"). To the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986.

No PAGA Employee can request exclusion from the settlement of the PAGA Claim. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, you do not need to take any action. By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can ask the Court to deny approval of the Settlement by submitting an objection. You can't object to the release of the PAGA Claim or object to the PAGA Settlement Payment. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no additional settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection. Written objections in the Objection Form should be sent to the Settlement Administrator at -----, ----- . If you choose not to submit a written objection using the Objection Form , the written objection in any form should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; (4) the case and number (*Hockley v. Road Warrior Staffing, Inc.*, et al., Riverside County Superior Court Case No. CVRI2505366); and (5) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, and opt out of, the Class Settlement, you would be deemed to have waived your objection.

If you wish to attend the Final Approval Hearing remotely, you can do so via Zoom link provided on the court's website for Department 1 <https://riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. If you wish to attend the Final Approval Hearing in person, you can attend it at Riverside County Superior Court, Department 1, 4050 Main Street, Riverside, CA 92501.

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion form to the Settlement Administrator at ----- . In order to be valid, your Request for Exclusion form must be signed and include the last four digits of your social security number or Employee ID (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement). If you do not have a social security number and do not know your Employee ID, please contact the Settlement Administrator to arrange for an alternate method of confirming your identity.

Your Request for Exclusion form (to remove you from the Class Settlement) must postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion form by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement, except for any payment you may receive from the PAGA portion of this Settlement.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF 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 Fees and Expenses, the Class Representative Service Payment, the Administrative Expenses, and the PAGA Allocation on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department 1 of the Riverside County Superior Court, 4050 Main Street, Riverside, CA 92501. As described above, if you wish to attend the Final Approval Hearing remotely, you can do so via Zoom link provided on the court's website <https://riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. If you wish to attend the Final Approval Hearing in person, you can attend it at Riverside County Superior Court, Department 1, 4050 Main Street, Riverside, CA 92501. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<website>>.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiff's Motion for Preliminary Approval which was filed with Court on -----. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Riverside County Superior Court. Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

You may also view documents filed in this case, including the complete Settlement, on the Court's website at: <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>. You may need the case number to access and view case documents (CVRI2505366) NOTE: If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].

Exhibit “C”

REQUEST FOR EXCLUSION FORM

**Superior Court of California for the County of Riverside
*Hockley v. Road Warrior Staffing, Inc., Case No. CVRI2505366***

If you want to receive an Individual Settlement Award, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the class settlement if it is ultimately approved by the Court.

To be excluded from the Settlement, complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline-45 days following the date of mailing].

[-----.]
[INSERT INFO]

Request for Exclusion

I hereby certify that I am or was employed by Defendant as a non-exempt, hourly employee in California for some period of time between September 19, 2021 and -----.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the Individual PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the release of the PAGA claims regardless of whether I exclude myself from the Individual Settlement Payment.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member: _____

Date: _____

Exhibit “D”

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

Are you represented by an attorney? ☐ Yes ☐ No

If yes, please provide your attorney's name and contact information:

Do you plan to appear at the Final Approval Hearing? ☐ Yes ☐ No

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member: _____

Date: _____

Exhibit “2”

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285,
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **DECLARATION OF LILIT**
9 **TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF**
10 **CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in
11 this action by sending a true copy thereof to interested parties as follows and as stated on the attached
12 service list:

Ronald Gomez

rgomez@koreylaw.com

Victor Russame

vrussame@koreylaw.com

Nicole Oates

noates@koreylaw.com

KOREY LAW LLP

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Sacramento, CA 95814

Telephone: (916) 868-0600

Facsimile: (916) 448-1709

Attorneys for Defendant PERFORMANCE TEAM LOGISTICS LLC

21 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
22 California, by e-mail delivery on the parties listed herein at their most recent known e-
23 mail address or e-mail of record in this action.

24 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
25 electronic service, I caused the documents to be sent to the persons at the electronic
26 service addresses listed above via electronic mail. I did not receive an error message.
27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct.

Executed on September 22, 2026 at Glendale, California.

Roxana Carranza

Name

Signature