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Attorneys for Plaintiffs

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

CONRAD MARTINEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; CHARLENE RUEDAS, individually, and on behalf of other members of the general public similarly situated; WILLIAM YOUAKUM, individually, and on behalf of other members of the general public similar situated;

Plaintiffs,

vs.

SOLID SOLUTIONS 24/7, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2020-002286636-CU-OE GDS

Honorable Laurie A. Damrell
Department 22

CLASS ACTION

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

[Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Declarations of Proposed Class Representatives (Conrad Martinez, Charlene Ruedas, and William Youakum); and [Proposed] Order filed concurrently herewith]

Date: June 7, 2024
Time: 9:00 a.m.
Department: 22

Complaint Filed: October 6, 2020
FAC Filed: April 6, 2023
SAC Filed: April 3, 2024
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
9 has almost exclusively focused on the prosecution of consumer and employment class actions,
10 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
11 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions,
12 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
13 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
14 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
15 successfully litigated cases involving the executive, administrative, and other overtime exemptions
16 to the State of California and federal overtime compensation requirements. Under his supervision,
17 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
18 in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or
19 representative action cases.

20 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
21 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
22 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
23 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
24 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
25 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
26 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
27 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
28 of the State of California and all United States District Courts in the State of California. He has

1 worked on many wage-and-hour class action and representative action cases, taking the lead in
2 taking and defending depositions, arguing motions, and attending mediations. He has played an
3 integral role in preparing matters for class certification, including and not limited to, successful
4 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
5 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
6 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
7 RG13680477). He has worked on over one hundred (100) class action or representative action
8 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
9 herein.

10 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
14 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
15 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
16 Court. She has taken and defended dozens of depositions and successfully handled motion practice
17 in class action cases regarding discovery (including and not limited to, regarding class contact
18 information), class certification (both contested class certification and stipulated class
19 certification), arbitration agreements, coordination, intervention. She has successfully handled
20 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
21 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
22 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
23 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also
24 has extensive experience with class action and/or representative action settlements. Under her,
25 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
26 and court approval process for hundreds of class action and/or representative action matters that
27 have successfully resolved. She is a member of the California Employment Lawyers Association.

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6. I am a Member of Lawyers *for* Justice, PC. I received a Bachelor of Science degree from California State University, Northridge in 2019 and earned a Juris Doctor degree from Southwestern Law School in 2022. I was admitted to practice law in California in 2022. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included researching and drafting pleadings and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, claims evaluation and analysis, and making court appearances.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

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1 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer involving allegations of misclassification of
3 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a bank, involving allegations of
8 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
9 granted final approval of the class and PAGA representative action settlement. The Kern County
10 Superior Court Case Number is S-1500-CV-273194-LHB.

11 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a national wholesale distributor of
13 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
14 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
15 representative action settlement. The Sacramento County Superior Court Case Number is 34-
16 2012-00136285.

17 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class action against a multinational corporation that provides global workplace
19 solutions, involving allegations of misclassification of the “Operations Manager” position. On
20 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
21 County Superior Court Case Number is BC478769.

22 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class and PAGA representative action against a national retailer of household
24 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
25 final approval of the class and PAGA representative action settlement. The San Francisco County
26 Superior Court Case Number is CGC-13-532344.

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1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
3 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
4 motion for class certification. On October 20, 2017, the court granted final approval of the class
5 and PAGA representative action settlement. The Los Angeles County Superior Court Case
6 Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of upscale
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
10 granted final approval of the class and PAGA representative action settlement. The Los Angeles
11 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
12 Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
15 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
16 settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
21 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a real
24 estate and property management company, on behalf of non-exempt employees. On November 4,
25 2016, the court granted approval of the PAGA representative action settlement. The Orange
26 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number
5 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Orange County Superior Court Case Number is
5 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

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1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
19 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
20 County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
11 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
12 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class and PAGA representative action against a medical equipment supplier on
21 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
22 for class certification and certified a class. The San Bernardino County Superior Court Case
23 Number is CIVDS1505744.

24 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval

1 of the PAGA representative action settlement. The San Diego County Superior Court Case
2 Number is 34-2015-00175330.

3 jj) LfJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

9 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
11 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
12 court granted in part the plaintiff's motion for class certification and certified a class. The
13 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
14 Judicial Council Coordination Proceeding Number is 4930.

15 ll) LfJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On August 27, 2021, the court granted final approval
19 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
20 00025968-CU-OE-CTL.

21 mm) LfJ represents the plaintiff in a wage-and-hour class action against a
22 nutritional products manufacturer on behalf of non-exempt production line employees. On
23 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
24 certified a class. The Solano County Superior Court Case Number is FCS051001.

25 nn) LfJ represents the plaintiff in a wage-and-hour class action against an iconic
26 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
27 the court granted the plaintiff's motion for class certification in part and certified a class. The San
28 Francisco Superior Court Case Number is CGC-16-550794.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs’ motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, on the one hand, and Defendant Solid Solutions 24/7, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “**Exhibit A**” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of April 17, 2023, the Class is estimated to consist of approximately two hundred seventy-five (275) individuals and, as of approximately July 2022, the PAGA Members are estimated to consist of approximately ninety-three (93) individuals.

10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys’ fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. On April 3, 2023, Plaintiff Conrad Martinez provided written to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by Certified Mail, of the specific provisions of the California Labor Code that Defendant is alleged to have violated. A true and correct copy of the notice is attached hereto as “**EXHIBIT 2.**”

1 12. Class Counsel has litigated the case for over three (3) years and was actively
2 preparing the matter for class certification and trial. The Parties engaged in extensive settlement
3 negotiations and participated in a formal, full-day mediation conducted by Jill R. Sperber, Esq.
4 (the “Mediator”), a well-respected mediator experienced in mediating complex labor and
5 employment matters. Prior to and during the mediation and settlement discussions, the Parties
6 exchanged class information and engaged in extensive discussions regarding their evaluations of
7 the case and various aspects of the case, including but not limited to, the risks and delays of further
8 litigation, the risks to the Parties of proceeding with class certification and/or representative
9 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
10 actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed,
11 and the possibility of appeals, among other things. During all settlement discussions, the Parties
12 conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement
13 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
14 ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that
15 they would be able to obtain class certification and prevail at trial. After conducting extensive
16 investigations, formal and informal discovery, exchange of information, and extensive settlement
17 negotiations, and with the aid of the Mediator’s evaluation, the Parties have agreed that the matter
18 is well-suited for settlement given the legal issues relating to Plaintiffs’ principal claims, as well
19 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
20 reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement
21 Class Members and of the Released PAGA Claims of Plaintiff Conrad Martinez, PAGA Members,
22 and the State of California, against the Released Parties.

23 13. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
24 and scope of the claims, and was preparing the action for class certification and trial. Class
25 Counsel conducted significant investigation and formal and informal discovery regarding the facts
26 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
27 documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel served
28 multiple sets of formal written discovery requests onto Defendant (specifically, Requests for

1 Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form
2 Interrogatories – General (Set One)) and noticed the depositions of Defendant’s Person Most
3 Knowledgeable designees, along with accompanying requests for production of documents. The
4 volume of data and documents that Class Counsel reviewed and analyzed included and was not
5 limited to: Plaintiffs’ employment records, a detailed sampling of Plaintiffs’ and other Class
6 Members’ time data and pay records, multiple iterations of Defendant’s Employee Handbook,
7 internal memoranda, new hire orientation checklists, company policy acknowledgments
8 (including, and not limited to, Receipt/Acknowledgment of Employee Handbook), forms,
9 procedures (including but not limited to, Employee Confidentiality and Non-Disclosure
10 Agreement, Employee Safety Agreement, and Mutual Wage Agreement), and policies, among
11 other information and documents. Class Counsel had the opportunity to interview Plaintiffs and
12 other class members to gather information regarding the facts and circumstances surrounding
13 Plaintiffs’ and putative class members’ employment and to identify potential witnesses. Counsel
14 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
15 pleadings, discovery, and the production of documents and data prior to the mediation. Class
16 Counsel also drafted pleadings and the mediation brief and prepared for and attended court
17 proceedings, mediation, and settlement negotiations, among other tasks.

18 14. Counsel for the Parties have also invested time researching and investigating the
19 applicable law, which is often evolving as it relates to class certification, representative PAGA
20 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
21 Plaintiffs’ claims and damages, and Defendant’s defenses thereto, as well as facts discovered.
22 Based on Class Counsel’s analysis, the result achieved in this litigation is fair, adequate, and
23 reasonable.

24 15. The Settlement provides for a Maximum Settlement Amount of Four Hundred
25 Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00). The Net Settlement Amount is the
26 Maximum Settlement Amount, less the following payments in the amounts approved by the Court:
27 Attorneys’ Fees and Costs, Class Representative Enhancement Payments, PAGA Payment, and
28 Settlement Administration Costs. Assuming that the amounts allocated under the Settlement

1 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
2 for distribution to Settlement Class Members is currently estimated to be estimated to be One
3 Hundred Seventy-Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$177,750.00).
4 Additionally, 75% of the PAGA Payment (i.e., the LWDA Payment), which is \$37,500.00 out of
5 \$50,000.00, will be distributed to the LWDA and 25% of the PAGA Payment (i.e., the PAGA
6 Member Amount), which is \$12,500.00 out of \$50,000.00, will be distributed to PAGA Members
7 on a *pro rata* basis. The Net Settlement Amount will be fully distributed to Settlement Class
8 Members and the PAGA Payment will be fully distributed to the LWDA and PAGA Members, in
9 accordance with the terms of the Settlement, and there is no reversion to Defendant.

10 16. The Parties have agreed to retain Phoenix Class Action Administration Solutions
11 (“Settlement Administrator” or “Phoenix”) to handle the notice and settlement administration
12 process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures
13 and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator
14 with a list of each Class Member’s and PAGA Member’s: (1) last known full name; (2) most recent
15 mailing address; (3) last known telephone number; (4) Social Security Number; (5) start and end
16 dates of employment by Defendant as an hourly-paid or non-exempt employee in California during
17 the Class Period and PAGA Period; (6) start and end dates of employment by Defendant during
18 the period from October 6, 2016 to July 7, 2022 as an hourly-paid or non-exempt employee in
19 California; (7) start and end dates of employment by Defendant during the period from October 6,
20 2016 to December 6, 2022 as an hourly-paid or non-exempt employee in California; and (8) any
21 other information required by the Settlement Administrator to effectuate the terms of this
22 Settlement Agreement (“Class List”). The Settlement Administrator will calculate each Class
23 Member’s estimated *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) and each PAGA Member’s estimated *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”). The Settlement Administrator will also receive Requests for Exclusions, Notices of Objections, and disputes regarding Workweeks; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments

1 provided for by the Settlement, including and not limited to, mailing payments to Settlement Class
2 Members and PAGA Members; and perform any other usual and customary duties for
3 administering a class action settlement. Settlement Administration Costs are currently estimated
4 not to exceed Ten Thousand Dollars and Zero Cents (\$10,000) and will be paid out of the
5 Maximum Settlement Amount, subject to approval of the Court.

6 17. Based on investigation and information discovered, Class Counsel believes that
7 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
8 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
9 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
10 associated premium pay, failed to timely pay wages during employment and upon termination of
11 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
12 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
13 business practices in violation of California Business and Professions Code section 17200, *et seq.*
14 and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of
15 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members
16 and PAGA Members were expected to perform similar job duties and were subject to the same or
17 similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs
18 asserted that Defendant's recordkeeping practices with respect to Plaintiffs, Class Members, and
19 PAGA Members were substantially the same during the time period at issue. As a result of said
20 alleged uniform practices, Plaintiffs claim that Class Members and PAGA Members were not paid
21 all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is
22 clear that the outcome of this litigation would be determined by Defendant's uniform operations
23 and employment practices, policies, and procedures that Plaintiffs allege applied across
24 Defendant's hourly-paid or non-exempt employees in California during the relevant time period.

25 18. Class Counsel is aware of the defenses and position of Defendant but believes that
26 Plaintiffs could potentially obtain class certification despite many obstacles. Class Counsel has
27 also taken into account the uncertainty and risk of the outcome of further litigation, and the
28 difficulties and delays inherent in such litigation, including those involved in class certification

1 and/or representative adjudication. Plaintiffs and Class Counsel further recognize the burdens of
2 proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
3 and the difficulties in establishing entitlement to monetary recovery. Class Counsel has also
4 considered the settlement discussions, as well as the evaluations of the Mediator, who is
5 experienced and well-regarded in complex labor and employment matters.

6 19. Defendant, on the other hand, denied and continues to deny any liability and
7 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
8 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
9 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
10 also had the opportunity to conduct investigations and gather documents and information relating
11 to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and
12 Defendant's operations and employment policies, practices, and procedures. The Parties also
13 reviewed and analyzed a large volume of documents and data, including but not limited to a
14 detailed sampling of Class Members' time and pay information, to determine the potential value
15 and strength of the claims. The available information enabled Class Counsel to assess and value
16 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
17 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
18 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
19 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
20 account the strengths and weaknesses of each side's position and the uncertainty of how the case
21 might have concluded at certification, trial, and/or appeals.

22 20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
23 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
24 (i.e., \$152,250.00) and expenses and costs in an amount not to exceed Fifteen Thousand Dollars
25 and Zero Cents (\$15,000.00), which will be paid out of the Maximum Settlement Amount, subject
26 to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
27 of litigation and will not receive any compensation until recovery is obtained.

28 ///

21. The Settlement Agreement provides for payments of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiffs, for a total of \$30,000.00, as Class Representative Enhancement Payments, to be paid out of the Maximum Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them, and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to each receive a Class Representative Enhancement Payment, in addition to an individual settlement payment, for their services performed in the matter on behalf of the Class, PAGA Members, and the State of California.

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

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

Executed on this 15th day of May 2024, at Glendale, California.



Selena Matavosian

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Conrad Martinez, Charlene
4 Ruedas, and William Youakum (collectively, “Plaintiffs”), individually and on behalf of other members
5 of the general public similarly situated and the State of California with respect to aggrieved employees
6 pursuant to the California Private Attorneys General Act, on the one hand, and Defendant Solid
7 Solutions 24/7, Inc. (“Defendant”), on the other hand (together with Plaintiffs, the “Parties” and
8 individually referred to as “Party”).

9 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined
10 herein), PAGA Members (as defined herein), the State of California (as set forth herein), and on
11 Defendant, subject to the terms and conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. On October 6, 2020, Plaintiffs Conrad Martinez and Charlene Ruedas filed a Class Action
14 Complaint for Damages in the Sacramento County Superior Court, thereby commencing the action
15 entitled *Conrad Martinez, et al. v. Solid Solutions 24/7, Inc.*, Case No. 34-2020-00286636-CU-OE-GDS
16 (“Action”), alleging the following causes of action: (1) Violation of California Labor Code sections 510
17 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid
18 Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period
19 Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum
20 Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid);
21 (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment; (7)
22 Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of
23 California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of
24 California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation
25 of California Business and Professions Code section 17200, *et seq.* on behalf of a putative class of all
26 current and former hourly-paid or non-exempt employees who worked for Defendant within the State
27 of California at any time since October 6, 2016.

28 2. On January 14, 2022, the Parties entered a stipulation for an order granting plaintiff leave
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1 to file a proposed amended class action complaint for damages, adding William Youakum as an
2 additional named plaintiff and putative class representative. On January 31, 2022, the Court entered an
3 order on the stipulation, granting Plaintiffs Conrad Martinez and Charlene Ruedas leave to file the
4 contemplated amended class action complaint for damages, adding William Youakum to the action.
5 However, due to an inadvertent error, the First Amended Class Action Complaint for Damages (“First
6 Amended Complaint” or “Operative Complaint”) was not filed by Plaintiffs until April 5, 2023.

7 3. Plaintiff Conrad Martinez provided written notice regarding the specific provisions of
8 the California Labor Code and Industrial Welfare Commission Wage Orders that he alleges Defendant
9 violated to the Labor and Workforce Development Agency and Defendant (“PAGA Notice”) on April
10 3, 2023. Plaintiffs intend to file, and Parties intend to stipulate to an order granting Plaintiffs leave to
11 file, an amended complaint that includes a claim for penalties under the Private Attorneys General Act
12 (“PAGA”) on behalf of Plaintiff Conrad Martinez.

13 4. In order to facilitate the settlement of the Action, the Parties stipulate to the filing of an
14 amended complaint to add a cause of action for civil penalties under PAGA on behalf of Plaintiff
15 Martinez for settlement purposes only.

16 5. Defendant denies all material allegations set forth in the Action and has asserted
17 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant
18 desires to fully and finally settle the Action, Released Class Claims (as defined herein), and Released
19 PAGA Claims (as defined herein).

20 6. Class Counsel diligently investigated the allegations asserted in the Action and evaluated
21 the claims against Defendant, including any and all applicable defenses and the applicable law. The
22 Plaintiffs propounded formal discovery requests and notices of deposition of Defendant, and Parties
23 engaged in the exchange of extensive information, data, and documents pursuant to informal discovery
24 methods, and Class Counsel undertook review of numerous corporate policies and practices, and
25 analysis of a sampling of the time and payroll records and data for the putative class.

26 7. On July 7, 2022, the Parties participated in mediation before Jill R. Sperber, Esq. (the
27 “Mediator”), a respected mediator of wage and hour class actions. The Parties were not able to reach a
28 settlement at the conclusion of the mediation, but continued to work with the Mediator towards
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1 resolution for several months following the mediation. Ultimately, on December 6, 2022, the Parties
2 accepted a mediator's proposal prepared by the Mediator. The Mediator's supervision of the mediation
3 and negotiations was critical in managing the expectations of the Parties and providing a useful and
4 neutral analysis of the issues and risks to both sides.

5 8. The settlement discussions during and after mediation were conducted at arm's-length
6 and this Settlement Agreement is the result of an informed and detailed analysis of Defendant's potential
7 liability of total exposure in relation to the costs and risks associated with continued litigation.

8 9. Based on the documents and data produced, as well as Class Counsel's own independent
9 investigation and evaluation, and the Mediator's efforts, Class Counsel believes that the settlement with
10 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,
11 reasonable, and adequate and is in the best interest of the Class, the State of California, and PAGA
12 Members in light of all known facts and circumstances, including the risk of significant delay and
13 uncertainty associated with litigation and various defenses asserted by Defendant.

14 10. The Parties expressly acknowledge that this Settlement is entered solely for the purpose
15 of compromising significantly disputed claims and that nothing herein is an admission of liability or
16 wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of
17 no force or effect, and the Parties shall be returned to their original respective positions.

18 **DEFINITIONS**

19 The following definitions are applicable to this Settlement Agreement. Definitions contained
20 elsewhere in this Settlement Agreement will also be effective:

21 11. "Action" means the lawsuit in the matter entitled *Conrad Martinez, Charlene Rueda, and*
22 *William Youakum v. Solid Solutions 24/7, Inc.*, Case No. 34-2020-00286636-CU-OE-GDS, filed in the
23 Sacramento County Superior Court, as described in Paragraphs 1 through 2, *supra*.

24 12. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class
25 Counsel's litigation and resolution of this Action, and all litigation costs and expenses incurred and to
26 be incurred by Class Counsel with respect to the Action, including, but not limited to, all work performed
27 and any and all costs incurred to date, and all work to be performed and all costs to be incurred in
28 connection with obtaining the Court's approval of this Settlement Agreement, including any objections
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1 raised and any appeals necessitated by those objections. Plaintiffs will request that Class Counsel be
2 awarded attorneys' fees in an amount not to exceed Thirty-Five Percent (35%) of the Maximum
3 Settlement Amount, or up to One Hundred and Fifty-Two Thousand, Two-Hundred and Fifty Dollars
4 and Zero Cents (\$152,250.00), if the Maximum Settlement Amount remains \$435,000.00. Plaintiffs
5 will also request that Class Counsel's be awarded reimbursement of Class Counsel's actual litigation
6 costs and expenses, which are currently estimated not to exceed Fifteen Thousand Dollars (\$15,000.00).
7 Defendant has agreed not to oppose the requests for fees and reimbursement of costs and expenses as to
8 the amounts set forth above. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel
9 will be a part of the Net Settlement Amount, for the benefit of Settlement Class Members.

10 13. "Class Counsel" or "Plaintiffs' Counsel" means Edwin Aiwazian, Arby Aiwazian,
11 Joanna Ghosh, Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC, who will seek to
12 be appointed as counsel for the Class.

13 14. "Class List" means a complete list of all Class Members and PAGA Members that
14 Defendant will diligently and in good faith compile from its records or other records and provide only
15 to the Settlement Administrator within fifteen (15) business days of the Court's Preliminary Approval
16 of this Settlement Agreement. The Class List will be formatted in a readable Microsoft Office Excel
17 spreadsheet and will include each Class Member's and PAGA Member's: (1) last known full name; (2)
18 most recent mailing address; (3) last known telephone number; (4) Social Security Number; (5) start
19 and end dates of employment by Defendant as an hourly-paid or non-exempt employee in California
20 during the Class Period and PAGA Period; (6) start and end dates of employment by Defendant during
21 the period from October 6, 2016 to July 7, 2022 as an hourly-paid or non-exempt employee in California;
22 (7) start and end dates of employment by Defendant during the period from October 6, 2016 to
23 December 6, 2022 as an hourly-paid or non-exempt employee in California; and (8) any other
24 information required by the Settlement Administrator to effectuate the terms of this Settlement
25 Agreement.

26 15. "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt
27 employees of Defendant employed within the State of California at any time during the period from
28 October 6, 2016 to November 30, 2023.

1 16. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
2 attached hereto as **Exhibit A**.

3 17. “Class Period” means the period from October 6, 2016 to November 30, 2023.

4 18. “Class Representative Enhancement Payments” means the amounts to be paid to
5 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,
6 the State of California, and PAGA Members. The Parties agree that Plaintiffs will each be paid up to
7 Ten Thousand Dollars and Zero Cents (\$10,000.00), for a total of \$30,000.00. The Class Representative
8 Enhancement Payments will be paid from the Maximum Settlement Amount, subject to Court approval,
9 in addition to their Individual Settlement Payments and/or Individual PAGA Payments (if applicable)
10 that are to be paid pursuant to the Settlement. Any portion of the Class Representative Enhancement
11 Payments not awarded to Plaintiffs will be a part of the Net Settlement Amount, for the benefit of
12 Settlement Class Members.

13 19. “Class Settlement” means the settlement and release of the Released Class Claims.

14 20. “Court” means the Superior Court of the State of California for the County of
15 Sacramento.

16 21. “Defendant” means Defendant Solid Solutions 24/7, Inc.

17 22. “Defendant’s Counsel” means Ryan Abernethy of Weintraub Tobin.

18 23. “Effective Date” means the date on which all of the following events have occurred: (i)
19 this Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel;
20 (ii) the Court has granted Preliminary Approval of the Settlement; (iii) the Class Notice has been mailed
21 to the Class Members and PAGA Members, providing them with an opportunity to object to the terms
22 of the Class Settlement or to opt out of the Class Settlement; (iv) the Court has held a formal fairness
23 hearing and, having heard no objections to the Class Settlement, entered a Final Approval Order and
24 Judgment certifying the Class, and approving this Settlement Agreement; and (v) only in the event that
25 there are written objections filed prior to the formal fairness hearing which are not later withdrawn or
26 denied, the later of the following events: five (5) business days after the period for filing any appeal,
27 writ or other appellate proceeding opposing the Court’s Final Approval Order and Judgment approving
28 the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having
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1 been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval
2 Order and Judgment approving the Settlement Agreement has been filed, five (5) business days after
3 any appeal, writ or other appellate proceedings opposing the Court's Final Approval Order and
4 Judgment approving the Settlement Agreement has been finally and conclusively dismissed with no
5 right to pursue further remedies or relief.

6 24. "Final Approval" means the determination by the Court that the Settlement is fair,
7 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

8 25. "Final Approval Hearing" means the hearing at which the Court will consider and
9 determine whether the Settlement should be granted Final Approval.

10 26. "Individual PAGA Payment" means each PAGA Member's *pro rata* share of the PAGA
11 Member Amount. PAGA Members will receive an Individual PAGA Payment irrespective of whether
12 they submit a Request for Exclusion from the Class Settlement, to be calculated in accordance with
13 Paragraph 68.

14 27. "Individual Settlement Payment" means the net payment of each Settlement Class
15 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
16 withholding with respect to the wages portion of the Individual Settlement Share.

17 28. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount
18 that a Class Member may be eligible to receive under the Settlement Agreement for the Class Settlement,
19 to be calculated in accordance with Paragraph 67.

20 29. "LWDA Payment" means the amount that the Parties have agreed to pay the Labor and
21 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the PAGA
22 Payment, as set forth in Paragraph 37.

23 30. "Maximum Settlement Amount" or "MSA" means the amount of up to Four Hundred
24 Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) to be paid by Defendant, subject to the
25 escalator clause set forth in Paragraph 61, in full resolution of all Released Class Claims, Released
26 PAGA Claims, and the Action, which includes the Class Representative Enhancement Payments to
27 Plaintiffs, Settlement Administration Costs to the Settlement Administrator, Attorneys' Fees and Costs
28 to Class Counsel, Net Settlement Amount, and PAGA Payment. The Maximum Settlement Amount is
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1 non-reversionary. Defendant will not be liable for more than the Maximum Settlement Amount, subject
2 to the escalator clause set forth in Paragraph 61. The employer-side payroll taxes on the Individual
3 Settlement Shares shall be paid by Defendant separate and in addition to the Maximum Settlement
4 Amount.

5 31. “Net Settlement Amount” means the portion of the Maximum Settlement Amount
6 remaining after deduction of the approved Class Representative Enhancement Payments, PAGA
7 Payment, Settlement Administration Costs, and Attorneys’ Fees and Costs. The Net Settlement Amount
8 will be fully distributed to Settlement Class Members in accordance with Paragraph 67. Defendant
9 maintains no reversionary right to any portion of the Net Settlement Amount.

10 32. “Notice of Objection” or “Objection” means a Class Member’s written objection to the
11 Class Settlement made in compliance with section 8 of the Class Notice, as follows. For the Notice of
12 Objection to be complete, it must: (a) include the objecting Class Member’s full name, signature,
13 address, telephone number, and the last four digits of their Social Security Number; (b) include the
14 words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal
15 and factual grounds supporting the objection; (d) list any identifying witness(es) the objecting Class
16 Member may call to testify at the Final Approval Hearing; (e) clearly reference the title of the Action
17 and case number; (f) include true and correct copies of any exhibit(s) the objecting Class Member intends
18 to offer at the Final Approval Hearing; (g) state whether the objecting Class Member (or someone on
19 his or her behalf) intends to appear at the Final Approval Hearing; (h) state the full name, address, and
20 telephone number of any attorney representing the objecting Class Member with respect to his or her
21 objection; (i) be returned by mail to the Settlement Administrator; and (j) be postmarked on or before
22 the Response Deadline.

23 33. “PAGA” means the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et*
24 *seq.*

25 34. “PAGA Member(s)” means all current and former hourly-paid or non-exempt employees
26 of Defendant employed within the State of California at any time during the period from April 3, 2022
27 to November 30, 2023.

28 35. “PAGA Member Amount” means the twenty-five percent (25%) portion of the PAGA
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Payment, or Twelve Thousand Five Hundred Dollars (\$12,500), to be distributed to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period.

36. “PAGA Notice” means the written notice submitted by Plaintiff Martinez on April 3, 2023 to the LWDA and Defendant pursuant to California Labor Code section 2699.3, alleging violations of the California Labor Code and Industrial Welfare Commission Wage Orders that give rise to civil penalties recoverable under PAGA.

37. “PAGA Payment” means the amount of Fifty Thousand Dollars (\$50,000.00) which the Parties have agreed to allocate for civil penalties pursuant to the PAGA. The Parties have agreed that the PAGA Payment will be paid out of the Maximum Settlement Amount. Pursuant to PAGA, the LWDA shall be paid 75% or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) of the PAGA Payment (i.e., LWDA Payment), and 25% or Twelve Thousand Five Hundred Dollars (\$12,500.00) of the PAGA Payment will be distributed to PAGA Members (“PAGA Member Amount”), for distribution in conformity with Paragraphs 65 and 68.

38. “PAGA Period” means the period from April 3, 2022 to November 30, 2023.

39. “PAGA Settlement” means the settlement and release of the Released PAGA Claims.

40. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiffs or Defendant.

41. “Plaintiffs” means plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum who will seek to be appointed as the representatives for the Class.

42. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

43. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Settlement Class Members, PAGA Members, Plaintiffs and Class Counsel.

44. “Released Class Claims” means all claims under state, federal, or local law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims for violations of California Labor Code, Industrial Welfare Commission Wage Orders, California Business and

1 Professions Code section 17200, *et seq.*, regulations, and/or other provisions of law for violations of
2 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
3 1197.1, 1198, 2800 and 2802, for failure to pay overtime wages, failure to provide compliant meal
4 periods and associated premiums, failure to provide compliant rest periods and associated premiums,
5 failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages
6 during employment, failure to provide compliant wage statements, failure to keep requisite payroll
7 records, failure to reimburse necessary business expenses, and violation of California Business and
8 Professions Code section 17200, *et seq.* based on the afore-referenced claims.

9 45. “Released PAGA Claims” means any and all claims for civil penalties under the Private
10 Attorneys General Act (California Labor Code section 2698, *et seq.*), arising out of the facts alleged in
11 Plaintiff’s PAGA Notice, arising during the PAGA Period, for violations of California Labor Code
12 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
13 1198, 2800 and 2802, for failure to pay overtime wages, failure to provide compliant meal period and
14 associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay
15 minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during
16 employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and
17 failure to reimburse necessary business expenses.

18 46. “Released Parties” means Defendant, its parents and all of its subsidiaries, related, and
19 affiliated entities, and each of their respective past and present executive-level employees, officers,
20 directors, administrators, attorneys, owners, shareholders, members, partners, insurers, agents, and all
21 of their respective successors and assigns.

22 47. “Request for Exclusion” means a letter submitted by a Class Member indicating a request
23 to be excluded from the Class Settlement. The Request for Exclusion must: (a) be signed by the Class
24 Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security
25 Number of the Class Member requesting exclusion from the Class Settlement; (c) clearly state the name
26 of this case, the case number, and that the Class Member does not wish to be included in the Class
27 Settlement; (d) be returned by mail to the Settlement Administrator; and (e) be postmarked on or before
28 the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
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means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Class Settlement will be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court.

48. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be sixty (60) calendar days after the Class Notice is initially mailed to Class Members by the Settlement Administrator, unless the 60th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel.

49. “Settlement Administrator” means Phoenix Class Action Administration Solutions, a third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

50. “Settlement Administration Costs” means the costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administration Costs are currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Any portion of the Settlement Administration Costs that are not awarded to the Settlement Administrator will be a part of the Net Settlement Amount, for the benefit of Settlement Class Members.

51. “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

52. “Workweeks” means the number of weeks that each Class Member was employed by Defendant as an hourly, non-exempt employee in California at any time during the Class Period (as defined above). The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each Class Member was employed during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. Each Settlement Class Member and/or PAGA Member shall be entitled to payment for at least one (1) Workweek.

CLASS CERTIFICATION

53. Solely for purposes of settling the Action, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met. More specifically, the Parties stipulate and agree that:

- a. The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;
- b. There are common questions of law and fact including, but not limited to, the following:
- i. Whether Defendant properly compensated its employees;
 - ii. Whether Defendant failed to provide meal and rest breaks;
 - iii. Whether Defendant failed to pay premiums for non-compliant meal and/or rest breaks;
 - iv. Whether Defendant failed to maintain requisite payroll records;
 - v. Whether Defendant failed to provide its employees compliant wage statements;
 - vi. Whether Defendant failed to timely pay its employees during employment and upon termination of employment;
 - vii. Whether Defendant engaged in unfair business practices affecting the Class; and

viii. Whether the Class Representatives and the Class they purport to represent are entitled to injunctive and/or declaratory relief.

54. Should this Settlement not be approved or be terminated, these stipulations shall be null and void and shall not be admissible for any purpose whatsoever.

55. Plaintiffs' claims are typical of the claims of the members of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

56. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class. Should this Settlement not be approved or be terminated, this entire Settlement Agreement shall be null and void and shall not be admissible for any purpose whatsoever.

57. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. Should this Settlement not be approved or be terminated, this entire Settlement Agreement shall be null and void and shall not be admissible for any purpose whatsoever.

58. With respect to the Class, Plaintiffs believe that questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

59. The Parties agree to the designation of Lawyers *for* Justice, PC as counsel for the Class for all purposes in the Action.

TERMS OF AGREEMENT

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:

60. Funding of the Maximum Settlement Amount. Within fourteen (14) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement. Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement Fund account to be established by the Settlement Administrator within thirty (30) days of the Effective Date. Within seven (7) calendar

1 days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments
2 due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to
3 Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to
4 the LWDA; (d) Class Representative Enhancement Payments to Plaintiffs; (e) Attorneys' Fees and Costs
5 to Class Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

6 61. Potential Increase to the Maximum Settlement Amount: Defendant represents that there
7 were 12,677 Workweeks during the period from October 6, 2016 to July 7, 2022 ("relevant time
8 period"). Should the Workweeks during the time period of October 6, 2016 to November 30, 2023
9 exceed 14,632 by more than ten percent (i.e., exceed 16,095 Workweeks) ("Workweeks Threshold"),
10 Defendant shall increase the Maximum Settlement Amount on a *pro rata* basis equal to the percentage
11 increase above the Workweeks Threshold (e.g., if the number of Workweeks increases by eleven percent
12 (11%) to 16,242 Workweeks, the Maximum Settlement Amount will increase by one percent (1%)).

13 62. Attorneys' Fees and Costs. Plaintiff will request and Defendant agrees not to oppose,
14 that Class Counsel be awarded attorneys' fees of not more than thirty-five percent (35%) of the
15 Maximum Settlement Amount (or up to One Hundred and Fifty-Two Thousand, Two-Hundred and Fifty
16 Dollars and Zero Cents (\$152,250.00)), plus the reimbursement of the actual costs and expenses
17 associated with Class Counsel's litigation and settlement of the Action (currently estimated not to
18 exceed Fifteen Thousand Dollars (\$15,000.00), both of which will be paid from the Maximum
19 Settlement Amount subject to Court approval. Class Counsel shall be solely and legally responsible for
20 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
21 received. To the extent that the Court approves less than the amount of Attorney's Fees and/or Costs
22 that Class Counsel requests, the difference between the requested and awarded amounts will be a part
23 of the Net Settlement Amount for the benefit of Settlement Class Members.

24 63. Class Representative Enhancement Payments. In recognition of their effort and work in
25 prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Class
26 Representative Enhancement Payments in an amount up to Ten Thousand Dollars and Zero Cents
27 (\$10,000.00) to each of the Plaintiffs, for a total of Thirty Thousand Dollars and Zero Cents
28 (\$30,000.00). The Class Representative Enhancement Payments which will be paid from the Maximum

Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payment and/or Individual PAGA Payment (if applicable) that are to be paid pursuant to the Settlement. To the extent that the Court approves less than the amount of Class Representative Enhancement Payments that Plaintiffs request, the difference between the requested and awarded amounts will be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Settlement Administrator will not withhold any taxes from the Class Representative Enhancement Payments. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payments to Plaintiffs; and they shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Parties agree that the Class Representatives will execute a full general release with Civil Code Section 1542 waivers, as provided below, in exchange for the enhancement award.

64. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Agreement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*, establish and maintain a Qualified Settlement Fund, calculate the Individual Settlement Payment each Settlement Class Member is eligible to receive and the Individual PAGA Payment each PAGA Member shall receive, print and mail the Class Notice, conduct additional address searches for mailed Notices that are returned as undeliverable, process Requests for Exclusion, Notices of Objection, and disputes of Workweeks, field inquiries from Class Members, print and issue Settlement payment checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority, provide declarations and/or other information to this Court as requested by the Parties and/or the Court, provide weekly status reports to counsel for the Parties, and posting a copy of the Final Approval Order and Judgment online at Settlement Administrator's website. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be paid from the Maximum Settlement Amount, subject to approval by the Court. Any portion of the Settlement Administration Costs that are not awarded to the Settlement Administrator will be a part of the Net Settlement Amount, for the benefit of Settlement Class Members.

65. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000.00) from the Maximum Settlement Amount will be allocated toward civil penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be paid to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period (i.e., PAGA Member Amount) as set forth in Paragraph 68.

66. General Release by Plaintiffs. Upon the Effective Date and full funding of the Maximum Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now

known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention, upon the Effective Date and full funding of the Maximum Settlement Agreement, to settle fully and release all claims they have against the Released Parties, arising on or before the date on which the Settlement is executed, whether known or unknown, suspected or unsuspected. The Class Representative Enhancement Payments will be paid to Plaintiffs specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

67. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based Class Members' Workweeks during the Class Period. Specific calculations of Individual Settlement Shares will be made as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

c. The Individual Settlement Share will be reduced by any required employee-side deductions pertaining to the wages portion of the Individual Settlement Share, resulting in the Individual Settlement Payment for each Settlement Class Member as set forth herein.

68. Individual PAGA Payment Calculations. Individual PAGA Payments shall be calculated and apportioned from the 25% of the PAGA Payment payable to PAGA Members, based on the PAGA Members' Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide 25% of the PAGA Payment (i.e., the PAGA Member Amount) by the total Workweeks of all PAGA

Members during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment. PAGA Members shall receive an Individual PAGA Payment regardless of whether they opt out of the Class Settlement. Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

69. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to Settlement Class Members and PAGA Members solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this settlement will not in any way entitle Plaintiffs, Settlement Class Members, and/or PAGA Members to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the periods covered by the Settlement Agreement, nor will it entitle any Plaintiffs, Settlement Class Member, and/or PAGA Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the periods covered by this Settlement Agreement).

70. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement Agreement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement Agreement.

71. Delivery of the Class List. Within fifteen (15) calendar days of Preliminary Approval, Defendant will provide the Class List(s) to the Settlement Administrator.

72. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days of receipt of the Class List(s), the Settlement Administrator will mail the Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses available.

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

Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly, within five (5) calendar days, via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace and will then perform a single re-mailing within five (5) calendar days after return of the Class Notice. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have their Response Deadline extended by fifteen (15) calendar days.

74. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Agreement's principal terms; (c) the Class definition; (d) the number of Workweeks each respective Class Member is credited with for the Class Period and for the PAGA Period; (e) each Class Member's estimated Individual Settlement Share and the formula for calculating Individual Settlement Share; (f) each PAGA Member's estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which comprise the Class Period and PAGA Period; (h) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion to the Class Settlement, or Objections to the Class Settlement; (i) the requirements relating to, and deadlines by which the Class Member must submit disputes regarding Workweeks, Requests for Exclusion to the Class Settlement, and Objections to the Class Settlement; (j) the release of Released Class Claims, as set forth herein; (k) the release of Released PAGA Claims, as set forth herein; and (l) the date, time, and location for the Final Approval Hearing.

75. Dispute Regarding Workweeks. Class Members may dispute the number of Workweeks they have been credited, as provided in their respective Class Notices. In order to dispute Workweeks, Class Members and/or PAGA Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is signed by the Class Member and/or PAGA Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or PAGA Member, (d) clearly states that the Class Member and/or PAGA Member disputes the number of Workweeks credited to him or her for the Class Period and/or PAGA Period and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of

1 Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by
2 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
3 Deadline. To the extent Class Members dispute the number of Workweeks to which they have been
4 credited, Class Members must produce credible supporting documents and/or information to the
5 Settlement Administrator showing that such information is inaccurate. Absent such supporting
6 documents and/or information rebutting Defendant's records, Defendant's records will be presumed
7 determinative. However, if a Class Member produces supporting documents and/or information to the
8 contrary, the Parties will evaluate the supporting documents and/or information submitted by the Class
9 Member and will make the final decision as to the number of eligible Workweeks that the Class Member
10 may be entitled. If the Parties are unable to resolve the dispute, the Settlement Administrator will be
11 the final arbiter of the Workweeks for each Class Member and/or PAGA Member during the Class
12 Period and/or PAGA Period, based on the information provided to it.

13 76. Request for Exclusion from the Class Settlement. Any Class Member wishing to opt-out
14 from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement
15 Administrator, by mail, postmarked no later than the Response Deadline. The date of the postmark on
16 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
17 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
18 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
19 Exclusion that were timely submitted, and also identify the individuals who have submitted a timely
20 and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final
21 Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making
22 any objection to the Class Settlement. PAGA Members shall be bound to the PAGA Settlement
23 irrespective of whether they exercise their option to opt out of the Class Settlement.

24 77. Settlement Terms Bind All Class Members Who Do Not Opt-Out of the Class Settlement.
25 Any Class Member who does not affirmatively opt-out of the Class Settlement by submitting a timely
26 and valid Request for Exclusion (i.e., Settlement Class Member) will be bound by all of its terms
27 pertaining to the Class Settlement, as well as any judgment that may be entered by the Court if it grants
28 final approval to the Settlement Agreement, as it pertains to the Class Settlement.

1 78. Objections to the Class Settlement. To object to the Class Settlement, a Settlement Class
2 Member may mail a timely and complete Notice of Objection to the Settlement Administrator on or
3 before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member
4 and contain all information required by this Settlement Agreement. The postmark date on the mailing
5 envelope will be deemed the exclusive means for determining that the Notice of Objection is timely.
6 However, the Court retains final authority with respect to the consideration, validity, and admissibility
7 of any objections to the Class Settlement from Settlement Class Members. The Settlement Class
8 Member may appear personally or through an attorney, at his or her own expense, at the Final Approval
9 Hearing to present his or her objection orally to the Court, regardless of whether they submit a written
10 objection. Any attorney who will represent an objector must file a notice of appearance with the Court
11 and serve Class Counsel and Defendant's Counsel with said notice no later than the Response Deadline.
12 If a Class Member objects to the Class Settlement, the Class Member will remain a Settlement Class
13 Member and if the Court approves this Agreement, the Settlement Class Member will be bound by the
14 terms of the Class Settlement in the same way and to the same extent as a Settlement Class Member
15 who does not object to the Class Settlement.

16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
17 Members to submit written objections to this Settlement Agreement or appeal from the Final Approval
18 Order and Judgment. However, Class Counsel, Defendant's Counsel, and Defendant may respond to
19 inquiries from Class Members with truthful information. Class Counsel will not represent any Class
20 Members with respect to any such objections to this Settlement.

21 79. Certification Reports Regarding Individual Settlement Payment Calculations. The
22 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
23 certifies: (a) the number of Settlement Class Members; (b) the number of Class Members who have
24 submitted valid Requests for Exclusion to the Class Settlement; (c) whether any Class Member has
25 submitted a dispute of Workweeks in their respective Class Notice; (d) the number of Objections to the
26 Class Settlement submitted by Class Members; and (e) copies of any Objections to the Class Settlement
27 submitted by Class Members. Additionally, the Settlement Administrator will provide to counsel for
28 both Parties any updated reports regarding the administration of this Settlement Agreement as needed

or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

80. Uncashed Settlement Checks. Any Individual Settlement Payment or Individual PAGA Payment checks issued by the Settlement Administrator to Settlement Class Members and PAGA Members will be negotiable for at least one hundred and eighty (180) calendar days from the initial issuance of the check. Thereafter, after the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles after the Court enters an order approving the parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq.* The Parties and their Counsel each represent that they do not have any financial interest in Legal Aid Foundation of Los Angeles or otherwise have a relationship with Legal Aid Foundation of Los Angeles that could create a conflict of interest.

81. Certification of Completion of Notice Process. Upon completion of notice administration process for the Settlement Agreement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties, prior to the Final Approval Hearing. The declaration will include any attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, the number of timely valid Requests for Exclusion received (and the names of the individuals who submitted them), and copies of all Notices of Objections that the Settlement Administrator received.

82. Administration Costs if Settlement Fails or is Delayed. If the Settlement Agreement is voided or rescinded, for any reason other than set forth in Paragraph 93, any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel), unless otherwise specified in this Agreement.

83. Treatment of Individual Settlement Payments. For purposes of this Settlement Agreement, all Individual Settlement Shares will be allocated as follows: 20% of each Individual Settlement Share will be allocated as wages, 80% will be allocated as interest and penalties. The amount paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. No deductions or

withholding will be undertaken for the amount paid as penalties and interest, and this amount shall be reported by IRS 1099 forms by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, no deductions or withholdings will be undertaken with respect to the payment, and the payment will be reported on an IRS Form-1099, if necessary. The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Maximum Settlement Amount.

84. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Defendant's Counsel, Plaintiffs, Settlement Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

85. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder; and Plaintiffs, Settlement Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Class Counsel, Defendant, Defendant's Counsel, or by the Settlement Administrator in this regard. Plaintiffs, Settlement Class Members, and PAGA Members understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and the paying any and all taxes due for any and all amounts paid to them under the Settlement.

86. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, ANY "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO

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

19 87. No Assignments. The Parties and their counsel represent, covenant, and warrant that
20 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
21 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
22 or right herein released and discharged. Further, none of the rights, commitments, or obligations
23 recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or
24 Defendant's Counsel without the express written consent of each other Party and their respective
25 counsel. The representations, warranties, covenants, and agreements contained in this Agreement are
26 for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or
27 to avail any remedy to any other person.

28 88. Release of Released Class Claims by Settlement Class Members. Upon the Effective Date
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1 and full funding of the Maximum Settlement Amount, Plaintiffs and Settlement Class Members will be
2 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
3 with respect to all of the Released Parties any and all Released Class Claims for any period during the
4 period October 6, 2016 to Preliminary Approval of the Settlement. This release does not prohibit the
5 Settlement Class Members from participating in an Equal Employment Opportunity Commission, the
6 state Department of Fair Employment and Housing, or any other federal, state or local administrative
7 agency investigation or proceeding. This Agreement also does not preclude the Settlement Class
8 Members from filing claims for workers' compensation or unemployment benefits, or from any other
9 claims or rights that are not waivable as a matter of law.

10 89. Release of Released PAGA Claims by the State of California and PAGA Members. Upon
11 the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff Conrad Martinez, the
12 State of California, and all PAGA Members will be deemed to have fully, finally, and forever released,
13 settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and
14 all Released PAGA Claims. This release does not prohibit the PAGA Members from participating in an
15 Equal Employment Opportunity Commission, the state Department of Fair Employment and Housing,
16 or any other federal, state or local administrative agency investigation or proceeding. This Agreement
17 also does not preclude the PAGA Members from filing claims for workers' compensation or
18 unemployment benefits, or from any other claims or rights that are not waivable as a matter of law.

19 90. Preliminary Approval of the Agreement. The Parties shall promptly submit this
20 Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and
21 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
22 of this Settlement Agreement, Plaintiffs shall file a Motion for Preliminary Approval requesting the
23 entry of an order as follows:

- 24 a. Granting Preliminary Approval of the Settlement Agreement;
- 25 b. Certifying the Class for the purpose of settlement;
- 26 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 27 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- 28 e. Approving, as to form and content, the mutually-agreed upon and proposed Class

1 Notice and directing its mailing to the Class by First Class U.S. mail;

2 f. Approving the manner and method for Class Members to request exclusion from or
3 object to the Class Settlement as contained herein and within the Class Notice;

4 g. Directing the mailing of the Class Notice to the Class Members, in accordance with
5 the Agreement; and

6 h. Setting a date for a Final Approval Hearing, at which the Court will determine
7 whether the Settlement should be finally approved as fair, reasonable, and adequate.

8 In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement,
9 which sets forth the terms of the Settlement Agreement, and will include the proposed Class Notice
10 attached as **Exhibit A**. Class Counsel shall provide Defendant's Counsel an opportunity to review
11 Plaintiffs' Motion for Preliminary Approval and provide comments prior to filing; however, Class
12 Counsel shall have discretion as to whether incorporate such comments in the motion for preliminary
13 approval, and Defendant agrees that it will not oppose Plaintiffs' motion for preliminary approval or
14 attempt to delay the hearing thereon. This is a material term of the Agreement and any opposition by
15 Defendant will be grounds for Plaintiffs to withdraw from the Agreement.

16 91. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
17 submit Requests for Exclusion, Notices of Objection, or Workweeks disputes, and with the Court's
18 permission, a Final Approval Hearing will be conducted to determine the Final Approval of this
19 Settlement Agreement, along with the amounts properly payable for (a) Individual Settlement Shares;
20 (b) the PAGA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representatives Enhancement
21 Payments; and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting
22 all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting
23 the attorneys' fees and costs application (which may be combined with the motion seeking Final
24 Approval) to be heard at the Final Approval Hearing and shall submit to the Court a proposed Final
25 Approval Order as follows:

26 a. Approving the Settlement as fair, reasonable and adequate, and directing
27 consummation of its terms and provisions;

28 b. Certification of the Class for settlement purposes;

- 1 c. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- 2 d. Approving the Class Representative Enhancement Payment to Plaintiffs;
- 3 e. Directing Defendant to fund all amounts due under the Settlement Agreement and
- 4 ordered by the Court;
- 5 f. Setting a date when Class Counsel shall report to the Court the total amount that
- 6 was actually distributed under the Settlement to Class Members, PAGA Members, the State of California,
- 7 Class Counsel, and tax authorities;
- 8 g. Entering judgment in this Action, while maintaining continuing jurisdiction, in
- 9 conformity with California Rules of Court 3.769 and the Settlement Agreement; and
- 10 h. Ordering that the Final Approval Order and Judgment will be posted on the
- 11 Settlement Administrator's website for sixty (60) calendar days, and that the posting of the Final Approval
- 12 Order and Judgment on the Settlement Administrator's website will constitute notice of entry of the
- 13 judgment, as required by California Rule of Court 3.771(b), and no individualized notice of the Final
- 14 Approval Order and Judgment to the Class will be required.

15 Defendant agrees not to oppose the Motion for Final Approval and Attorneys' Fee and Costs,

16 subject to Paragraph 12.

17 92. Defendant's Option to Terminate the Agreement. If four percent (4%) or more of the

18 Class Members opt out of the Class Settlement, and/or object to the Class Settlement, Defendant may,

19 at its election, rescind the Agreement and all actions taken in furtherance of it will thereby be null and

20 void. Defendant's Counsel must meet and confer with Class Counsel prior to exercising its option to

21 terminate the Settlement under this provision, and must notify Class Counsel of their intent to rescind

22 the Agreement within fifteen (15) calendar days after the Settlement Administrator notifies the Parties

23 of the total number of opt-outs received following the Response Deadline. If the option to rescind is

24 exercised, Defendant shall be solely responsible for all costs of the Settlement Administrator accrued to

25 that point.

26 93. Nullification of Agreement. The Parties, Class Counsel and Defendant's Counsel pledge

27 their good faith and fair dealing in working cooperatively to obtain approval of the Settlement Agreement

28 by the Court. Subject to the obligation(s) of mutual full cooperation, either Party may terminate this

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Settlement in the event that: (a) the Court does not finally approve the Settlement Agreement as provided herein; or (b) the Settlement Agreement does not become final for any other reason. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, PAGA Member, the State of California, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Agreement has been terminated;
- c. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will be treated as void from the beginning;
- d. The Settlement Agreement and all negotiations, privileged statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to this Settlement Agreement; and
- e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of this Settlement Agreement (including all matters associated with the mediation) shall be offered into evidence in the Action or any other action for any purpose whatsoever.

Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues prior to invoking their right to nullify the Agreement under this provision, and if unable to do so, the Parties further agree that they will return to and attend mediation with the Mediator in an effort to reach a settlement that may be approved by the Court.

94. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.

Any Exhibits to this Agreement are an integral part of this Settlement Agreement.

95. Confidentiality. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement prior to the Settlement Agreement being preliminarily approved by the Court. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement Agreement of this case prior to the Settlement Agreement being preliminarily approved by the Court, including but not limited to any postings on any websites maintained by Class Counsel. Nothing set forth herein, however, shall prohibit the Parties from providing this Agreement to the Court in connection with the Parties' efforts to seek the Court's approval of this Settlement. Neither Plaintiffs nor Class Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the Agreement. If contacted by the media regarding the Agreement, Class Counsel will direct any media inquiries to the public records of the Action on file with the Court. Additionally, neither Plaintiffs nor Class Counsel will disparage the Agreement. This Paragraph does not apply to, and shall in no way restrict, Defendant's ability to communicate with its own employees about the Settlement Agreement, nor shall it limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement Agreement nor prevent Class Counsel from submitting information and documents to the LWDA regarding the Settlement, in compliance with the PAGA statute, in order to implement the Settlement.

96. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Agreement.

97. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties and counsel for all Parties or their successors-

1 in-interest.

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

11 99. Signatories. It is agreed that because the members of the Class are so numerous, it is
12 impossible or impractical to have each member of the Class execute this Settlement Agreement. The
13 Class Notice, attached hereto as Exhibit A, will advise all Class Members of the binding nature of the
14 release of Released Class Claims, and the release shall have the same force and effect as if this
15 Settlement Agreement were executed by each Settlement Class Member.

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

18 101. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
19 will be governed by, construed, and interpreted according to the laws of the State of California,
20 irrespective of the State of California's choice of law principles.

21 102. Execution and Counterparts. This Settlement Agreement is subject only to the execution
22 of all Parties. However, the Agreement may be executed in one or more counterparts. All executed
23 counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page,
24 will be deemed to be one and the same instrument.

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

1 they are each represented by competent counsel and that they have had an opportunity to consult with
2 their counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator
3 may execute a declaration supporting the Settlement Agreement and the reasonableness of the
4 Settlement Agreement and the Court may, in its discretion, contact the Mediator to discuss the
5 Settlement Agreement and whether or not the Settlement Agreement is objectively fair and reasonable.

6 104. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
8 possible consistent with applicable precedents so as to define all provisions of this Settlement
9 Agreement valid and enforceable.

10 105. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement
11 Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein. For good
12 and valuable consideration, Plaintiffs further agree that they will not request to be excluded from the
13 Class Settlement. Any such request for exclusion by Plaintiffs will be void and of no force or effect.

14 106. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
15 that has arisen between them and to avoid the burden, expense and risk of continued litigation. By
16 entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
17 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
18 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
19 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
20 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
21 any of the negotiations connected with it, shall be construed as an admission or concession by Defendant
22 of any such violations or failures to comply with any applicable law. Except as necessary in a
23 proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall
24 not be offered or received as evidence in any action or proceeding to establish any liability or admission
25 on the part of Defendant or to establish the existence of any condition constituting a violation of, or a
26 non-compliance with, federal, state, local or other applicable law.

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

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

109. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defendant's Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

110. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Agreement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

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

112. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

113. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

114. Notices. 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 both email and United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Class:

Arby Aiwanian, Esq. (arby@calljustice.com)
Joanna Ghosh, Esq. (joanna@calljustice.com)
Yasmin Hosseini, Esq. (yasmin@calljustice.com)
Selena Matavosian, Esq. (selena@calljustice.com)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant Solid Solutions 24/7, Inc.:

Ryan Abernethy, Esq. (RAbernethy@weintraub.com)
WEINTRAUB TOBIN
400 Capitol Mall, 11th Floor
Sacramento, California 95814

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

116. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

117. Interim Stay of Litigation. Plaintiffs and Defendant agree to the stay of all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending final approval of the Settlement by the Court.

1
2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
3 Stipulation of Class Action and PAGA Settlement as of the date(s) set forth below:

4 **NAMED PLAINTIFFS, DEFENDANT, DEFENDANT'S COUNSEL, AND CLASS COUNSEL**

5 **READ CAREFULLY BEFORE SIGNING**

6
7 **IT IS SO AGREED:**

8 DATED: _____

9 _____
10 CONRAD MARTINEZ
11 Named Plaintiff

12 DATED: _____

13 _____
14 CHARLENE RUEDAS
15 Named Plaintiff

16 DATED: 05/15/2024

17 Electronically Signed _____ 2024-05-15 20:41:41 UTC - 73.42.188.165
18 Nintex AssureSign® _____ a30d4450-e444-4e5-88c-b17101462w05

19 _____
20 WILLIAM YOUAKUM
21 Named Plaintiff

22 **DEFENDANT SOLID SOLUTIONS 24/7, INC.**

23 DATED: _____

24 By: _____

25 Full Name: _____

26 Title: _____
27 On behalf of Defendant Solid Solutions 24/7, Inc.

1 **APPROVED AS TO FORM:**

2
3 **LAWYERS for JUSTICE, PC**

4 DATED: May 15, 2024

By:



Edwin Aiwazian

Arby Aiwazian

Joanna Ghosh

Yasmin Hosseini

Selena Matavosian

Attorney for Plaintiffs

CONRAD MARTINEZ, CHARLENE RUEDAS, AND
WILLIAM YOUAKUM

11 **WEINTRAUB TOBIN**

12 DATED: _____

By:



Ryan Abernethy

Attorneys for Defendant

DEFENDANT SOLID SOLUTIONS 24/7, INC.

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SACRAMENTO
Conrad Martinez, Charlene Ruedas, and William Youakum v. Solid Solutions 24/7, Inc.
Case No. 34-2020-00286636-CU-OE-GDS

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid or non-exempt employees of Solid Solutions 24/7, Inc. employed within the State of California at any time during the period from October 6, 2016 to November 30, 2023.

On [REDACTED], the California Superior Court for the County of Sacramento granted preliminary approval to a proposed settlement of the above-captioned action (the "Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Class Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former hourly-paid or non-exempt employees of Solid Solutions 24/7, Inc. employed within the State of California at any time from October 6, 2016 to November 30, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received this Notice?	Page 2
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1. Why Have I Received this Notice?

The personnel records of Solid Solutions 24/7, Inc. (“Defendant”) indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Class Claims from the time period from October 6, 2016 to November 30, 2023 (the “Class Period”) and all PAGA Members’ Released PAGA Claims from the time period from April 3, 2022 to November 30, 2023 (the “PAGA Period”), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED], 2024, in the Superior Court of California, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

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 Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [REDACTED], before Hon. [REDACTED], in the Superior Court of California, County of Sacramento, located at 720 9th Street, Sacramento, California 95814, Department [REDACTED].

2. What Is this Case About?

On October 6, 2020, Plaintiffs Conrad Martinez and Charlene Ruedas filed a Class Action Complaint for Damages in the Sacramento County Superior Court, thereby commencing the action entitled *Conrad Martinez, et al. v. Solid Solutions 24/7, Inc.*, Case No. 34-2020-00286636-CU-OE-GDS, alleging the following causes of action: (1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code section 17200, et seq. on behalf of a putative-class of all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the period from October 6, 2016 to November 30, 2023. On April 5, 2023, Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum (together, “Plaintiffs”) filed the First Amended Class Action Complaint for Damages, thereby adding Plaintiff William Youakum to the Action. On April 3, 2024, Plaintiffs filed the Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2689, Et Seq., thereby adding a cause of action under the Private Attorneys General Act (“PAGA”) on behalf of Plaintiff Conrad Martinez.

On July 7, 2022, Plaintiffs and Defendant (collectively, the “Parties”) attended mediation with a respected class action mediator, Jill R. Sperber, Esq., on the claims alleged in the Action. As a result, the Parties were able to reach a settlement of the Action and have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

3. Am I a Class Member?

You are a Class Member if you are currently or were formerly employed as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from October 6, 2016 to November 30, 2023.

4. How Does this Class Action Settlement Work?

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated individuals who were employed as hourly-paid or non-exempt employees of Defendant within the State of California at any time from October 6, 2016

through November 30, 2023. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of this Action resolves the Released Class Claims (defined in Section No. 9 below) of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below, and the Released PAGA Claims (defined in Section No. 9 below) of all PAGA Members.

Plaintiffs and Plaintiffs’ counsel (also, “Class Counsel”) believe the Settlement is fair, reasonable, and adequate. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with copies free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class
Lawyers for Justice, PC Edwin Aiwarzian Arby Aiwarzian Joanna Ghosh Yasmin Hosseini Selena Matavosian 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Court has decided that Lawyers for Justice, PC is qualified to represent you and all other Class Members simultaneously. Class Counsel are working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants Final Approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Payment and/or Individual PAGA Payment based on the total number of Workweeks you were employed as a hourly-paid or non-exempt employee of Defendant in California during the Class Period and/or PAGA Period. You will release all the Released Class Claims and/or Released PAGA Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Class Claims and/or Released PAGA Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants Final Approval of the Settlement, you will not receive an Individual Settlement Payment, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Class Claims as defined in Section No. 9 below.
- **OBJECT:** You may mail a legal objection to the proposed Class Settlement. If you would like to object, you may not opt out of this Class Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from this Settlement?” and “How Do I Object to the Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

7. *How Do I Opt Out or Exclude Myself from this Settlement?*

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (i.e., “opt out”) by submitting a letter indicating a request to be excluded from the Class Settlement (“Request for Exclusion”). The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion from the Class Settlement; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Class Settlement; (d) be returned by mail to the Settlement Administrator; and (e) be postmarked on or before the Response Deadline. If you opt out of the Class Settlement, you will not be releasing the claims set forth in Section No. 9. If you opt out of the Class Settlement, the amount to be paid by Defendant will not decrease and will remain the same. The Request for Exclusion must be signed, dated, and mailed by first-class U.S. Mail, **postmarked no later than [REDACTED]** (“Response Deadline”) to: **SOLID SOLUTIONS 24/7, INC. SETTLEMENT ADMINISTRATOR C/O [REDACTED] CLASS ACTION ADMINISTRATION SOLUTIONS**. You cannot exclude yourself by phone.

Eligible PAGA Members May Not Opt Out of PAGA Settlement. Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the Released PAGA Claims, described in Paragraph 45 of the Settlement Agreement. If you submit a valid and timely Request for Exclusion, you will still receive your share of the Individual PAGA Payment and will release the Released PAGA Claims.

If you received a re-mailed Class Notice, whether by skip-trace or by request, you will have an additional fifteen (15) calendar days from the original Response Deadline. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

8. *How Do I Object to the Settlement?*

If you are a Class Member who does not opt out of the Class Settlement, you may object to the Class Settlement, personally or through an attorney, by mailing a written objection to the Class Settlement (“Notice of Objection”) to the Settlement Administrator at [REDACTED] by [REDACTED]. The Notice of Objection must: (a) include the objecting Class Member’s full name, signature, address, telephone number, and the last four digits of their Social Security Number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual grounds supporting the objection; (d) list any identifying witness(es) the objecting Class Member may call to testify at the Final Approval Hearing; (e) clearly reference the title of the Action and case number; (f) include true and correct copies of any exhibit(s) the objecting Class Member intends to offer at the Final Approval Hearing; (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; (h) state the full name, address, and telephone number of any attorney representing the objecting Class Member with respect to his or her objection; (i) be returned by mail to the Settlement Administrator; and (j) be postmarked on or before the Response Deadline.

Class Members may appear at the Final Approval Hearing, either in person or through the objecting Class Member’s own counsel and orally object to the Settlement. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, the Notice of Objection must be mailed to the Settlement Administrator postmarked on or before [REDACTED].

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. *How Does this Settlement Affect My Rights? What Are the Released Claims?*

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties (as defined below) any and all Released Class Claims (as defined below).

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff Conrad Martinez, the State of California, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released PAGA Claims (as defined below).

“Released Class Claims” means all claims under state, federal, or local law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims for violations of California Labor Code, Industrial Welfare Commission Wage Orders, California Business and Professions Code section 17200, *et seq.*, regulations, and/or other provisions of law for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California Business and Professions Code section 17200, *et seq.* based on the afore-referenced claims.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, *et seq.*), arising out of the facts alleged in Plaintiff’s PAGA Notice, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means Defendant, its parents and all of its subsidiaries, related, and affiliated entities, and each of their respective past and present executive-level employees, officers, directors, administrators, attorneys, owners, shareholders, members, partners, insurers, agents, and all of their respective successors and assigns.

10. How Much Can I Expect to Receive from this Settlement?

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) (“Maximum Settlement Amount”). The “Net Settlement Amount” means the portion of the Maximum Settlement Amount remaining after deduction of (1) the Class Representative Enhancement Payments to Plaintiffs in an amount of up to \$10,000.00 each for the prosecution of the Action, undertaking the risk of paying attorneys’ fees and costs in the event the Action had not successfully resolved, and a general release of all claims (together \$30,000.00); (2) Settlement Administration Costs to the Settlement Administrator, which is estimated not to exceed \$10,000.00; (3) the PAGA Payment totaling \$50,000.00, of which seventy-five percent (75%) shall be paid to the Labor and Workforce Development Agency (“LWDA”), and twenty-five percent (25%) shall be distributed to all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the period from April 3, 2022 to November 30, 2023 (“PAGA Members”), on a *pro rata* basis; (4) the Attorneys’ Fee award to Class Counsel in an amount not to exceed \$152,250.00 (35% of the Maximum Settlement Amount); and (5) the Attorneys’ Costs award to Class Counsel, which is estimated not to exceed \$15,000.00.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Settlement Class Members.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was employed by Defendant as an hourly, non-exempt employee in California at any time during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement, concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$ [REDACTED], less taxes. This is based on Defendant's records, which show you worked [REDACTED] Workweeks during the Class Period.

If you believe the number of eligible Workweeks with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. If you do not provide documents and/or an explanation supporting your challenge, the number of Workweeks reported in Defendant's records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and counsel for Defendant will review any evidence submitted and will make a final determination as to the number of eligible workweeks with which you will be credited.

Twenty percent (20%) of your Individual Settlement Share will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

Upon the Effective Date, Defendants are expected to fund the Maximum Settlement Amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000.00). "Effective Date" means the date on which all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (ii) the Court has granted Preliminary Approval of the Settlement; (iii) the Class Notice has been mailed to the Class Members and PAGA Members, providing them with an opportunity to object to the terms of the Class Settlement or to opt out of the Class Settlement; (iv) the Court has held a formal fairness hearing and, having heard no objections to the Class Settlement, entered a Final Approval Order and Judgment certifying the Class, and approving this Settlement Agreement; and (v) only in the event that there are written objections filed prior to the formal fairness hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order and Judgment approving the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order and Judgment approving the Settlement Agreement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Court's Final Approval Order and Judgment approving the Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

Within seven (7) calendar days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) LWDA Payment to the LWDA; (c) Class Representative Enhancement Payments to Plaintiffs; (d) Attorneys' Fees and Costs to Class Counsel; and (e) Settlement Administration Costs to the Settlement Administrator.

It is strongly recommended that upon receipt of your Individual Settlement Payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles.

11. What Is the PAGA Payment and Am I Eligible for It?

Under the terms of the Settlement, fifty thousand dollars (\$50,000.00) of the Maximum Settlement Amount has been set aside as the PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Pursuant to PAGA, the LWDA shall be paid 75% or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) of the PAGA Payment (i.e., LWDA Payment), and 25% or Twelve Thousand Five Hundred Dollars (\$12,500.00) of the PAGA Payment will be distributed to PAGA Members ("PAGA Member Amount").

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the PAGA Members' number of Workweeks during the PAGA Period.

The Settlement Administrator has divided the PAGA Member Amount by the total Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value" and multiplied each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

Within seven (7) calendar days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue Individual PAGA Payments to PAGA Members.

You are a “PAGA Member” eligible to share in the PAGA Payment under the Settlement if you are a current and former hourly-paid or non-exempt employee of Defendant employed within the State of California at any time during the period from April 3, 2022 to November 30, 2023 (“PAGA Period”).

Based on the total number of Workweeks during the PAGA Period during which you were employed, your Individual PAGA Payment is estimated to be \$ [REDACTED]. This is based on Defendant’s records, which show you worked [REDACTED] Workweeks during the PAGA Period.

If you believe the number of eligible Workweeks with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. If you do not provide documents and/or an explanation supporting your challenge, the number of Workweeks reported in Defendant’s records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and counsel for Defendant will review any evidence submitted and will make a final determination as to the number of eligible pay periods with which you will be credited.

Because these penalties can only be sought by California, you cannot exclude yourself from the PAGA Settlement if the Court gives Final Approval.

It is strongly recommended that upon receipt of your Individual PAGA Payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles.

If you are not a PAGA Member, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiffs and the Class will be paid from the Maximum Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed 35% of the Maximum Settlement Amount (or \$152,250.00) for attorneys’ fees and a reasonable amount of the Maximum Settlement Amount for litigation costs, which are anticipated not to exceed \$15,000.00. Defendant has paid all their own attorneys’ fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also each be paid a Class Representative Enhancement Payment, subject to Court approval.

13. Final Approval Hearing

The Court will hold a Final Fairness and Approval Hearing concerning the proposed Settlement on [REDACTED], before Honorable [REDACTED], in the Superior Court of California, County of Sacramento, located at 720 9th Street Sacramento, CA 95814, Department [REDACTED], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorney’s Fees and Costs to Class Counsel, Class Representative Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website [REDACTED].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel, listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “Solid Solutions 24/7, Inc. class action settlement.”

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Sacramento County Superior Court at 720 9th Street Sacramento, CA 95814 between 8:30 a.m. and 4:00 p.m.

You may also contact Class Counsel. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 2



April 3, 2023

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: SOLID SOLUTIONS 24/7, INC.

Dear Representative:

We have been retained to represent Conrad Martinez against Solid Solutions 24/7, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "Solid Solutions") for violations of California wage-and-hour laws.

Mr. Martinez is a named plaintiff in Sacramento County Superior Court Case No. 34-2020-00286636-CU-OE-GDS, entitled *Conrad Martinez, et al. v. Solid Solutions 24/7, Inc.* ("Lawsuit"), which alleges that Solid Solutions violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" is the operative Complaint filed in the Lawsuit.

For all of the reasons set forth in the Complaint, asserted in the Lawsuit, and also those espoused herein, Mr. Martinez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Martinez will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, Solid Solutions employed Mr. Martinez as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Mr. Martinez seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for Solid Solutions within the State of California.

Based on the facts and theories in the Complaint, asserted in the Lawsuit, and also those espoused herein, Solid Solutions has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

Solid Solutions required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work

during rest breaks, and as a result, Solid Solutions failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Martinez and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Martinez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Solid Solutions's failure to pay overtime wages also includes, and is not limited to, Solid Solutions's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, Solid Solutions failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Solid Solutions required Mr. Martinez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Solid Solutions required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Solid Solutions failed to pay Mr. Martinez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, Solid Solutions willfully failed to pay the wages due to Mr. Martinez and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Mr. Martinez and other aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Solid Solutions failed to pay Mr. Martinez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Mr. Martinez and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Solid Solutions did not provide Mr. Martinez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Solid Solutions were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Martinez and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to provide complete and accurate wage statements.

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

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

daily and the wages paid, to Mr. Martinez and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

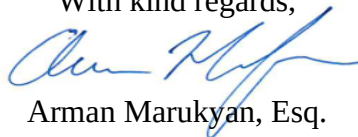
California Labor Code California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Solid Solutions did not provide Mr. Martinez and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.” For example, Solid Solutions effectively paid of zero dollars per hour for time Mr. Martinez and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Mr. Martinez and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Martinez and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by Solid Solutions.

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

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,

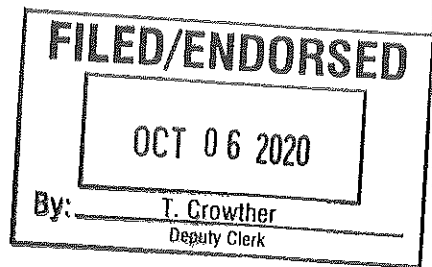


Arman Marukyan, Esq.

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

Solid Solutions 24/7, Inc.
c/o Ryan E. Abernethy
WEINTRAUB TOBIN CHEDIAK COLEM
GRODIN LAW CORPORATION
Attorney
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Sacramento, CA 95814

ATTACHMENT A



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410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

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

CONRAD MARTINEZ, individually, and on
behalf of other members of the general public
similarly situated; CHARLENE RUEDAS,
individually, and on behalf of other members
of the general public similarly situated

Plaintiffs,

vs.

SOLID SOLUTIONS 24/7, INC., a
California corporation; GOLDEN GATE
STAFFING, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs CONRAD MARTINEZ ("Plaintiff MARTINEZ") and CHARLENE RUEDAS ("Plaintiff RUEDAS" and collectively with Plaintiff MARTINEZ as "Plaintiffs"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

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

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

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Sacramento. At all relevant times, Defendant SOLID SOLUTIONS 24/7, INC. maintained their headquarters/"nerve center" within the State of California, County of Sacramento.

PARTIES

5. Plaintiff CONRAD MARTINEZ is an individual residing in the State of California.

6. Plaintiff CHARLENE RUEDAS is an individual residing in the State of California.

///

1 7. Defendant SOLID SOLUTIONS 24/7, INC., at all times herein mentioned, was
2 and is, upon information and belief, a California corporation and, at all times herein
3 mentioned, an employer whose employees are engaged throughout the State of California,
4 including the County of Sacramento.

5 8. Defendant GOLDEN GATE STAFFING, INC., at all times herein mentioned,
6 was and is, upon information and belief, a California corporation and, at all times herein
7 mentioned, an employer whose employees are engaged throughout the State of California,
8 including the County of Sacramento.

9 9. At all relevant times, Defendant SOLID SOLUTIONS 24/7, INC. and Defendant
10 GOLDEN GATE STAFFING, INC. were the “employer” of Plaintiffs within the meaning of all
11 applicable California laws and statutes.

12 10. At all times herein relevant, Defendants SOLID SOLUTIONS 24/7, INC.,
13 GOLDEN GATE STAFFING, INC., and DOES 1 through 100, and each of them, were the
14 agents, partners, joint venturers, joint employers, representatives, servants, employees,
15 successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times
16 relevant hereto were acting within the course and scope of their authority as such agents,
17 partners, joint venturers, joint employers, representatives, servants, employees, successors, co-
18 conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with
19 the ratification, knowledge, permission, encouragement, authorization and/or consent of each
20 defendant designated as a DOE herein.

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

12. Defendants SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC., and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

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

CLASS ACTION ALLEGATIONS

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

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment who earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages and who reside in California.

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

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be

greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common

questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants failed to use the shift differential pay/non-discretionary bonuses/commissions/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- e. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;

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- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

20. Defendants, jointly and severally, employed Plaintiff MARTINEZ as an hourly-paid, non-exempt employee, from approximately January 2013 to approximately January 2018, in the State of California.

21. Defendants, jointly and severally, employed Plaintiff RUEDAS as an hourly-paid, non-exempt employee, from approximately June 2016 to approximately September 2020, in the State of California.

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22. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

23. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

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

25. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

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

27. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

28. Defendants required Plaintiffs and the other class members to record their scheduled hours, rather than the actual hours worked.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary

1 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
2 payment of overtime wages where Plaintiffs and the other class members earned shift differential
3 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
4 wages in the same workweek.

5 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 failed to provide Plaintiffs and the other class members all required rest and meal periods
7 during the relevant time period as required under the Industrial Welfare Commission Wage
8 Orders and thus they are entitled to any and all applicable penalties.

9 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs and the other class members were entitled to receive
11 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
12 member's regular rate of pay when a meal period was missed, and they did not receive all meal
13 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
14 regular rate of pay when a meal period was missed.

15 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
18 member's regular rate of pay when a rest period was missed, and they did not receive all rest
19 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
20 regular rate of pay when a rest period was missed.

21 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to receive
23 at least minimum wages for compensation and that they were not receiving at least minimum
24 wages for all hours worked.

25 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 all wages owed to them upon discharge or resignation, including overtime and minimum wages

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1 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
2 them at the time of their discharge or resignation.

3 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to receive
5 all wages owed to them during their employment. Plaintiffs and the other class members did
6 not receive payment of all wages, including overtime and minimum wages and meal and rest
7 period premiums, within any time permissible under California Labor Code section 204.

8 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 complete and accurate wage statements in accordance with California law, but, in fact, they did
11 not receive complete and accurate wage statements from Defendants. The deficiencies
12 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
13 the other class members.

14 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Defendants had to keep complete and accurate payroll records
16 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
17 not keep complete and accurate payroll records.

18 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs and the other class members were entitled to
20 reimbursement for necessary business-related expenses.

21 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that they had a duty to compensate Plaintiffs and the other class
23 members pursuant to California law, and that Defendants had the financial ability to pay such
24 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
25 represented to Plaintiffs and the other class members that they were properly denied wages, all
26 in order to increase Defendants' profits.

27 42. During the relevant time period, Defendants failed to pay overtime wages to
28 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other

1 class members were required to work more than eight (8) hours per day and/or forty (40) hours
2 per week without overtime compensation for all overtime hours worked.

3 43. During the relevant time period, Defendants failed to use the shift differential
4 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
5 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
6 Plaintiffs and the other class members earned shift differential pay/commissions/non-
7 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
8 workweek.

9 44. During the relevant time period, Defendants failed to provide all requisite
10 uninterrupted meal and rest periods to Plaintiffs and the other class members.

11 45. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members at least minimum wages for all hours worked.

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

15 47. During the relevant time period, Defendants failed to pay Plaintiffs and the other
16 class members all wages within any time permissible under California law, including, *inter*
17 *alia*, California Labor Code section 204.

18 48. During the relevant time period, Defendants failed to provide complete or
19 accurate wage statements to Plaintiffs and the other class members.

20 49. During the relevant time period, Defendants failed to keep complete or accurate
21 payroll records for Plaintiffs and the other class members.

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

24 51. During the relevant time period, Defendants failed to properly compensate
25 Plaintiffs and the other class members pursuant to California law in order to increase
26 Defendants' profits.

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

4 **FIRST CAUSE OF ACTION**

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

6 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
7 **and DOES 1 through 100)**

8 53. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
9 through 52, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

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

16 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
17 were required to pay Plaintiffs and the other class members employed by Defendants, and
18 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
19 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
20 than forty (40) hours in a workweek.

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

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

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1 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
2 of work.

3 58. During the relevant time period, Plaintiffs and the other class members worked
4 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

5 59. During the relevant time period, Defendants intentionally and willfully failed to
6 pay overtime wages owed to Plaintiffs and the other class members.

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

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

13 **SECOND CAUSE OF ACTION**

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

15 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
16 **and DOES 1 through 100)**

17 62. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 61, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

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

26 65. At all relevant times, the applicable IWC Wage Order and California Labor
27 Code section 512(a) provide that an employer may not require, cause or permit an employee to
28 work for a work period of more than five (5) hours per day without providing the employee

1 with a meal period of not less than thirty (30) minutes, except that if the total work period per
2 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
3 consent of both the employer and employee.

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

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

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

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

24 70. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members the full meal period premium due pursuant to California Labor Code section
26 226.7.

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,
and DOES 1 through 100)**

73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

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78. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

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

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

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

FOURTH CAUSE OF ACTION

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

**(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,
and DOES 1 through 100)**

82. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

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

84. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

85. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance

1 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
2 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

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

10 **FIFTH CAUSE OF ACTION**

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

12 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
13 **and DOES 1 through 100)**

14 88. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 87, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 89. At all relevant times herein set forth, California Labor Code sections 201 and
18 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
19 time of discharge are due and payable immediately, and if an employee quits his or her
20 employment, his or her wages shall become due and payable not later than seventy-two (72)
21 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting.

24 90. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiffs and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

27 91. Defendants' failure to pay Plaintiffs and the other class members who are no
28 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)

1 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
2 201 and 202.

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

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

10 **SIXTH CAUSE OF ACTION**

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

12 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
13 **and DOES 1 through 100)**

14 94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 93, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

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

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

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

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

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

6 **SEVENTH CAUSE OF ACTION**

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

8 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
9 **and DOES 1 through 100)**

10 100. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
11 through 99, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 101. At all material times set forth herein, California Labor Code section 226(a)
14 provides that every employer shall furnish each of his or her employees an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
16 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
17 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
18 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
19 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
20 his or her social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee. The deductions
23 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
24 showing the month, day, and year, and a copy of the statement or a record of the deductions
25 shall be kept on file by the employer for at least three years at the place of employment or at a
26 central location within the State of California.

27 102. Defendants have intentionally and willfully failed to provide Plaintiffs and the
28 other class members with complete and accurate wage statements. The deficiencies include,

1 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
2 the other class members.

3 103. As a result of Defendants' violation of California Labor Code section 226(a),
4 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
5 protected rights.

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

10 105. Plaintiffs and the other class members are entitled to recover from Defendants
11 the greater of their actual damages caused by Defendants' failure to comply with California
12 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
13 employee.

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

16 **EIGHTH CAUSE OF ACTION**

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

18 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
19 **and DOES 1 through 100)**

20 107. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 106, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 108. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
24 central location in the state or at the plants or establishments at which employees are
25 employed, payroll records showing the hours worked daily by and the wages paid to, and the
26 number of piece-rate units earned by and any applicable piece rate paid to, employees
27 employed at the respective plants or establishments. These records shall be kept in accordance

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1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

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

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

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

13 **NINTH CAUSE OF ACTION**

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

15 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
16 **and DOES 1 through 100)**

17 112. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 111, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

24 114. Plaintiffs and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

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

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

5 **TENTH CAUSE OF ACTION**

6 **(Violation of California Business & Professions Code §§ 17200, et seq.)**
7 **(Against SOLID SOLUTIONS 24/7, INC., GOLDEN GATE STAFFING, INC.,**
8 **and DOES 1 through 100)**

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

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

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

19 120. A violation of California Business & Professions Code section 17200, et seq.
20 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
21 policies and practices of requiring employees, including Plaintiffs and the other class members,
22 to work overtime without paying them proper compensation violate California Labor Code
23 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
24 employees, including Plaintiffs and the other class members, to work through their meal and
25 rest periods without paying them proper compensation violate California Labor Code sections
26 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
27 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
28 practices of failing to timely pay wages to Plaintiffs and the other class members violate

1 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
2 Code sections 226(a), 1174(d), 2800 and 2802.

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

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

8 123. Pursuant to California Business & Professions Code sections 17200, et seq.,
9 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
10 retained by Defendants during a period that commences four years preceding the filing of this
11 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
12 1021.5 and other applicable laws; and an award of costs.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs, individually, and on behalf of other members of the general public similarly
15 situated, request a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
18 public similarly situated, pray for relief and judgment against Defendants, jointly and
19 severally, as follows:

20 **Class Certification**

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

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

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As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

As to the Ninth Cause of Action

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

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

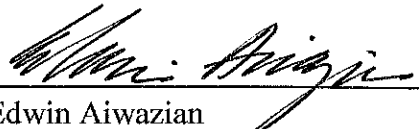
7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

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

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

12 Dated: October 5, 2020

LAWYERS for JUSTICE, PC

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14 By: 
15 Edwin Aiwazian
16 Attorneys for Plaintiffs
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